



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 19, 2024**

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The Columbia City Council will conduct a Regular Meeting on Tuesday, November 19, 2024 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, Third Floor, Columbia, SC 29201. Members of the public may view the meeting online at [www.columbiasc.gov](http://www.columbiasc.gov). Please contact the City Clerk's Office at (803)545-3045 or [cityclerk@columbiasc.gov](mailto:cityclerk@columbiasc.gov) if you have questions regarding this meeting.

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

Prior to entering the meeting please turn all electronic communication devices to the silent, vibrate or off position. All presenters should speak directly into the microphone for recording purposes.

### **CALL TO ORDER**

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **ADOPTION OF THE AGENDA**

### **PUBLIC INPUT**

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

### **APPROVAL OF MINUTES**

1. Council is asked to approve the October 15, 2024 City Council Meeting and November 7, 2024 Work Session Minutes.

### **PRESENTATIONS**

2. Dorothy White Brown's 100th Birthday Proclamation - The Honorable William Brennan, Mayor Pro-Tempore
3. Indigenous Business Day Proclamation - The Honorable William Brennan, Mayor Pro-Tempore





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4. Santee Cooper Excellence in Law Enforcement Award - Mr. William "Skip" Holbrook, Police Chief for the Columbia Police Department

### **CONSENT AGENDA ITEMS 5 THROUGH 20**

5. Council is asked to approve the Fiscal Year 2024/2025 Contract for Assistance with Talent Attraction and Retention, Professional Development, and Community Engagement as requested by the Economic Development Department. Award to Columbia Opportunity Resource (COR) in the amount of \$50,000.00. This firm is located in Columbia, SC.

*Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$50,000.00.*

*Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.*

6. Council is asked to approve the Purchase of a Phased Fire and Safety Policy Implementation Management System, as requested by the Columbia Fire Department on October 10, 2024. Award to Lexipol, LLC, using the Sourcewell Cooperative Contract in the amount of \$55,012.50. This vendor is located in Frisco, TX.

*Funding Source: City of Columbia Fire Suppression - Professional Services (1012303-636600) \$27,506.25 and Richland County Fire Administration - Professional Services (2082301-636600) \$27,506.25. The original budget amount is \$55,012.50.*

7. Council is asked to approve the Renewal of a Daily Fire Operations Management System, as requested by the Columbia Fire Department on October 7, 2024. Award to Carahsoft Technology Corporation, using the OMNIA EDU Cooperative Contract in the amount of \$76,889.46. The term of this contract is December 22, 2024 to December 21, 2025. This vendor is located in Reston, VA.

*Funding Source: City of Columbia Fire Suppression - Software License (1012303-627510) \$38,444.73 and Richland County Fire Administration - Software License (2082301-627510) \$38,444.73. The original budget amount is \$76,889.46.*



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8. Council is asked to approve a new Sole Source Contract for Target Solutions Membership to track and maintain training records for ISO Compliance, as requested by the Columbia Fire Department on September 4, 2024. Award to Municipal Emergency Services dba Carolina and Southeast, in the amount of \$73,035.65. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date of June 30, 2025, and the option to renew for one (1) additional one-year period. This vendor is located in Charlotte, NC.

*Funding Source: City of Columbia Fire Suppression – Software License (1012303-627510) \$36,517.83 and Richland County Fire Administration – Software License (2082301-627510) \$36,517.82. The original budget amount is \$73,035.65.*

9. Council is asked to approve the Renewal of Geographic Information System (GIS) Software License and Maintenance Services, as requested by the Information Technology Department on September 20, 2024. Award to Environmental Systems Research Institute, Inc., using the SC State Contract in the amount of \$110,000.00. This is year three (3) of the three (3) year agreement. This vendor is located in Redlands, CA.

*Funding Source: Police Administrative Services - Software License (1012402-627510) \$3,630.00; Utilities Water Distribution and Maintenance – Software License (5516203-627510) \$7,700.00; Traffic Engineering – Maintenance and Service Contract (1013203-638200) \$2,447.50; Public Works Administration – Software License (1011124-627510) \$2,062.50; Utilities Wastewater Maintenance – Software License (5516205-627510) \$14,190.00; Streets Storm Drains – Maintenance and Service Contract (5534203-638200) \$220.00; Emergency Management – Software License (10112201-627510) \$1,100.00; Geographic Information System – Maintenance and Service Contract (5511121-638200) \$46,640.00; Engineering – Water Systems Improvement – Software License (5516220-627510) \$28,270.00; Development Services – Maintenance and Service Contract (1014101-638200) \$3,740.00. The original budget amount is \$110,000.00.*

10. Council is asked to approve the Purchase of fourteen (14) T2 Cosmo Pay Stations, as requested by the Parking Services Division. Award to Creative Parking Concepts in the amount of \$154,388.12. This vendor is located in Nashville, TN.

*Funding Source: Parking Improvement Project Control - Main Street Pay Stations - Capital Project Costs (5329999-PG310025-658650). The original budget amount is \$154,388.12.*



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11. Council is asked to approve the Renewal of Computer Aided Dispatch Maintenance Software Services, as requested by the Columbia - Richland 911 Communications Center on October 29, 2024. Award to CentralSquare Software System in the amount of \$287,059.25. The term is January 1, 2025 to December 31, 2025. This vendor is located in Lake Mary, FL.

*Funding Source: City of Columbia Emergency Communications/311 - Maintenance and Service Contract (1012701-638200) \$143,529.62 and Richland County Emergency Communication - Maintenance and Service Contract (2082702-638200) \$143,529.63. The original budget amount is \$287,059.25.*

12. Council is asked to approve the Purchase of Vehicles/Heavy Equipment for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the Cooperative and SC State Contract in the amount of \$580,982.75.

| <b>Item</b>                                                                                                                                                         | <b>Vendor</b>                                                       | <b>Vehicle/Heavy Equipment</b>                                                                                                   | <b>Procurement Method</b>     | <b>Amount</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------|
| a.                                                                                                                                                                  | Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL | One (1) 2024 Ford F-250 Super Cab Pickup 4WD Truck for the Metro Wastewater Treatment Plant, as requested on September 18, 2024. | SC State Contract #4400029875 | \$60,544.04   |
| <i>Funding Source: Utilities Metro Wastewater Plant - Auto, Trucks, Heavy Equipment-Capital (5516208-658500). The original budget amount is \$60,544.04.</i>        |                                                                     |                                                                                                                                  |                               |               |
| b.                                                                                                                                                                  | Parks Ford HV LLC Hendersonville, NC                                | Two (2) 2024 Ford F-250 Crew Cab Trucks for the Metro Wastewater Treatment Plant, as requested on October 3, 2024.               | SC State Contract #4400035157 | \$123,634.71  |
| <i>Funding Source: Utilities Metro Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$123,634.71.</i> |                                                                     |                                                                                                                                  |                               |               |
| c.                                                                                                                                                                  | Parks Chevrolet Spartanburg, SC                                     | Four (4) 2025 Chevrolet 2500 Crew Cab Trucks for the Metro Wastewater Treatment Plant, as requested on October 10, 2024.         | SC State Contract #4400035156 | \$211,804.00  |



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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------|
| <i>Funding Source: Utilities Metro Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$211,804.00.</i> |                                              |                                                                                                                                                                       |                                             |                     |
| d.                                                                                                                                                                  | Jet-Vac Equipment Company, LLC<br>Sumter, SC | One (1) 2023 750 Truck Mounted Multi Skid on 84" Cab and one (1) Ford F-550 Diesel Chassis for the Wastewater Maintenance Division, as requested on October 16, 2024. | Sourcewell Cooperative Contract #101221-HLD | \$185,000.00        |
| <i>Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$185,000.00.</i>     |                                              |                                                                                                                                                                       |                                             |                     |
| <b>Total</b>                                                                                                                                                        |                                              |                                                                                                                                                                       |                                             | <b>\$580,982.75</b> |

13. Council is asked to approve Contract Amendment #4 for Project SS7568; Saluda River Force Main Extension, as requested by Columbia Water on September 19, 2024. Award to Stantec Consulting Services, Inc., in the amount \$101,473.00. The current term of the contract ends on June 1, 2025. This firm is located in Columbia, SC.

*Funding Source: Water and Sewer Capital Projects - Saluda River Force Main Extension - Capital Project Costs (5529999-SS756801-658650). The current budget amount is \$1,807,976.00. The budget amount for this amendment is \$101,473.00. The total revised budget amount is \$1,909,449.00.*

*This is a Mentor Protégé Program project. Stantec Consulting Services, Inc., is the mentor and will not be providing additional services under this amendment.*

*Chao & Associates, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide construction inspection services at 100% (\$101,473.00) of the amendment amount.*

14. Council is asked to approve a new Sole Source Contract for the Upgrade of Rotork Actuators for the Canal Water Treatment Plant, as requested by Columbia Water on September 20, 2024. Award to Heyward Services, Inc., in the amount of \$249,642.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date of June 30, 2025, and the option to renew for one (1) additional one-year period. This vendor is located in Charlotte, NC.



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*Funding Source: Water and Sewer Capital Projects - Canal Water Treatment Plant Filter Control Upgrades - Capital Project Costs (5529999-WM482901-658650). The original budget amount is \$249,642.00.*

15. Council is asked to approve a new Contract for Project WM4721; Canterbury Court 6" Water Main Upgrade, as requested by Columbia Water on September 24, 2024. Award to G H Smith Construction, LLC in an amount not to exceed \$402,878.40, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred twenty (120) days from commencement. This contractor is located in Columbia, SC.

*Funding Source: Water and Sewer Capital Projects - Canterbury Court Water Main Upgrade - Capital Project Costs (5529999-WM472101-658650) \$402,878.40. The original budget amount is \$402,878.40.*

*This is a Mentor Protégé Program project. G H Smith is the mentor and will be performing insurance bonding and material ordering services at 57.81% (\$194,083.62) of the total contract amount.*

*Smoak Construction, LLC, a Minority Business Enterprise (W), located in Little Mountain, SC, is the protégé and will be performing water line installation and asphalt patching services at 20.00% (\$67,146.40) of the total contract amount.*

*The following subcontractors will provide additional services:*

*Staline Waterworks, located in Columbia, SC, will provide pipe and fittings at 13.40% (\$45,001.98) of the total contract amount.*

*Knights Redi Mix, located in Summerville, SC, will provide flow fill/concrete services at 7.45% (\$25,000.00) of the total contract amount.*

*Reeves Construction, located in Columbia, SC, will provide asphalt services at 1.34% (\$4,500.00) of the total contract amount.*



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16. Council is asked to Ratify six (6) Emergency Procurements, as requested by Columbia Water. Award to the lowest responsive bidder for each project in a total amount of \$1,298,564.57.

| <b>Item</b>                                                                                                                                                                                                      | <b>Vendor</b>                                 | <b>Description</b>                                                                                                                                                                      | <b>Amount</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| a.                                                                                                                                                                                                               | Aircor Services<br>Lexington, SC              | Trane PAC-1 replacement – Raw Water at the Canal Water Treatment Plant, as requested on August 13, 2024.                                                                                | \$111,615.00  |
| <i>Funding Source: Water and Sewer Capital Projects – Canal Water Treatment Plant High Service Pump Room HVAC - Capital Project Costs (5529999-WM482301-658650). The original budget amount is \$111,615.00.</i> |                                               |                                                                                                                                                                                         |               |
| b.                                                                                                                                                                                                               | McClam &<br>Associates<br>Little Mountain, SC | Replacement of a portion of a 30" wastewater force main located off Candi Lane, as requested on September 9, 2024.                                                                      | \$70,374.58   |
| <i>Funding Source: Water and Sewer Capital Projects – Candi Lane 30" Wastewater Force Main – Capital Project Costs (5529999-SS765001-658650). The original budget amount is \$70,374.58.</i>                     |                                               |                                                                                                                                                                                         |               |
| c.                                                                                                                                                                                                               | LJ Inc.<br>Cayce, SC                          | Replacement of a damaged storm box, and pipe, on Old Neck Road along Gills Creek, as requested on October 1, 2024.                                                                      | \$148,077.60  |
| <i>Funding Source: Storm Water Improvement Capital Project Control – Old Neck Road SD Replacement – Capital Project Costs (5549999-SD853601-658650). The original budget amount is \$148,077.60.</i>             |                                               |                                                                                                                                                                                         |               |
| d.                                                                                                                                                                                                               | Gregory Electric<br>Columbia, SC              | Main electrical system investigation, upgrades, and replacement of obsolete/defunct electrical infrastructure at the Metro Wastewater Treatment Plant, as requested on October 1, 2024. | \$814,874.64  |
| <i>Funding Source: Water and Sewer Capital Projects – Metro Wastewater Treatment Plant Supply Improvements – Capital Project Costs (5529999-SS764601-658650). The original budget amount is \$814,874.64.</i>    |                                               |                                                                                                                                                                                         |               |
| e.                                                                                                                                                                                                               | LAD Construction<br>Swansea, SC               | Replacement of a damaged section of a water main behind the Seven Oaks shopping center at 6169 St. Andrews Road, as requested on October 7, 2024.                                       | \$55,886.25   |
| <i>Funding Source: Water and Sewer Capital Projects – Water Maintenance at Seven Oaks Shopping Center – Capital Project Costs (5529999-WM481501-658650). The original budget amount is \$55,886.25.</i>          |                                               |                                                                                                                                                                                         |               |





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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| f.                                                                                                                                                                                                                                 | Dell Manufacturer<br>Round Rock, TX | Replacement of obsolete Supervisory Control and Data Acquisition (SCADA) System components for the Lake Murray & the Columbia Canal Water Treatment Plants, as requested on August 12, 2024. | \$97,736.50           |
| <i>Funding Source: Water and Sewer Capital Projects – Lake Murray Water Treatment Plant and Columbia Canal Water Treatment Plant – Capital Project Costs (5529999-WM480001-658650). The original budget amount is \$97,737.00.</i> |                                     |                                                                                                                                                                                              |                       |
| <b>Total</b>                                                                                                                                                                                                                       |                                     |                                                                                                                                                                                              | <b>\$1,298,564.57</b> |

17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 713 Percival Road, TMS# 16813-03-05

*Ordinance No.: 2024-080 - Annexing 713 Percival Road, TMS# 16813-03-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.*

*Council District: 4*

*Proposal: Request to annex the property, assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) by Richland County.*

*Applicant: Dessi Gricelda Morales*

*Staff Recommendation: Approve*

*PC Recommendation: 09/12/2024; Approve, (7-0)*

*First reading approval was given on October 15, 2024.*

18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2318 Newell Road, TMS# 19208-02-13

*Ordinance No.: 2024-081 - Annexing 2318 Newell Road, TMS# 19208-02-13 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Council District: 4*



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*Proposal: Request to annex the property, assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.*

*Applicant: Wanda M. Chamberlain*

*Staff Recommendation: Approve*

*PC Recommendation: 09/12/2024; Approve, (7-0)*

*First reading approval was given on October 15, 2024.*

19. ZONING MAP AMENDMENT for 5 acres bounded by Senate Street, Millwood Avenue, Heidt Street, and Short Street, TMS# 11410-19-01 (portion), 11410-19-44, 11410-19-49, 11410-19-51, 11410-19-56, 11410-19-58, & 11410-19-59

*Ordinance No.: 2024-057 - Amending the Official Zoning Map to modify the zoning for five acres bounded by Senate Street, Millwood Avenue, Heidt Street and Short Street, Richland County TMS #11410-19-01 (portion), TMS #11410-19-44, TMS #11410-19-49, TMS #11410-19-51, TMS #11410-19-56, TMS #11410-19-58 and TMS #11410-19-59*

*Council District: 2*

*Proposal: Request to rezone the property from Residential Single Family - Small Lot District (RSF-3), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), Residential Mixed District (RM-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), & Community Activity Center/Corridor (CAC), to Mixed-Use District (MU-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).*

*Applicant: Willie Williams*

*Staff Recommendation: Approval*

*PC Recommendation: 06/13/2024; Approval (5-0)*

*First reading approval was given on July 16, 2024.*





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20. Ordinance No.: 2024-083 - A Seventeenth Supplemental Ordinance providing for the issuance and sale of City of Columbia, South Carolina, waterworks and sewer system revenue bonds, in one or more series, in the aggregate principal amount of not exceeding \$66,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto

*First reading approval was given on October 15, 2024.*

### **CONSIDERATION OF BIDS, CONTRACTS AND CHANGE ORDERS**

21. Council is asked to approve a new Contribution in Aid to Construction Agreement for Project WM437601; Columbia Canal Breach Repairs, as requested by Columbia Water on October 8, 2024. Award to Dominion Energy South Carolina, Inc., in an amount not to exceed \$7,599,563.37. The current term of the contract will end sixty (60) calendar days following completion and payment of all work under the contract. This firm is located in Cayce, SC.

*Funding Source: FEMA Grants Control - Columbia Canal Embankment Repair - Capital Project Costs (2539999-WM437601-658650). The current budget amount is \$7,599,563.37.*

22. Council is asked to approve a new Contract for Project WM4733-02; North Trenholm Road 16" Water Main Upgrade - North Phase, as requested by Columbia Water on September 30, 2024. Award to Williams Infrastructure, LLC in an amount not to exceed \$9,393,584.10, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five hundred seventy days (570) from commencement. This contractor is located in Columbia, SC.

*Funding Source: Water and Sewer Capital Projects - North Trenholm Road Water Main Upgrade-North - Capital Project Costs (5529999-WM473302-658650). The original budget amount is \$9,393,584.10.*

*This is a Mentor Protégé Program project. Williams Infrastructure, LLC is the mentor and will be performing project execution, scheduling, project management, and pipe installation services at 54.93% (\$4,486,027.20) of the total contract amount.*



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*JA Mabus Construction, located in Leesville, SC, is the protégé and will be performing water line installation services at 20.00% (\$1,633,666.80) of the total contract amount.*

*The following subcontractors will provide additional services:*

*Ferguson Waterworks, located in Elgin SC, will be performing water line material services at 16.34% (\$1,334,640.00) of the total contract amount.*

*Vulcan Materials Company, located in Columbia, SC, will be providing stone bedding materials at .61% (\$50,000.00) of the total contract amount.*

*N W White and Company, located in Columbia, SC, will be performing hauling and fill services at .51% (\$42,000.00) of the total contract amount.*

*Sloan Construction Co., located in Columbia, SC will be performing asphalt services at 1.16% (\$95,000.00) of the total contract amount.*

*Simply Traffic, LLC, located in Chapin, SC will be performing traffic control services at .98% (\$80,000.00) of the total contract amount.*

*Core Concrete, located in Conway, SC, will be performing flowable fill services at 3.06% (\$250,000.00) of the total contract amount.*

*Knight's Redi-Mix, located in Summerville, SC, will be performing flowable fill services at 2.14% (\$175,000.00) of the total contract amount.*

*LA Barrier, a Minority Business Enterprise, located in Lexington, SC, will be performing hauling services at .27% (\$22,000.00) of the total contract amount.*

23. Council is asked to approve a new Contract for Project WM4733-03; North Trenholm Road 16" Water Main Upgrade - South Phase, as requested by Columbia Water on September 24, 2024. Award to Lake Murray Utility Company, Inc. in an amount not to exceed \$10,109,908.75, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five hundred seventy days (570) from commencement. This contractor is located in Prosperity, SC.

*Funding Source: Water and Sewer Capital Projects - North Trenholm Road Water Main Upgrade - South - Capital Project Costs (5529999-WM473303-658650). The total budget amount is \$10,109,908.75.*



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*This is a Mentor Protégé Program project. Lake Murray Utility Company, Inc. is the mentor and will provide insurance, billing, project management, clean-up, and traffic control services at 53.27% (\$4,682,980.00) of the total contract amount.*

*J.W. Brown Construction, LLC, located in Lexington, SC, is the protégé and will provide traffic control and waterline installation services at 20.00% (\$1,758,245.00) of the total contract amount.*

*The following subcontractors will provide additional services:*

*Staline Waterworks, located in Columbia, SC, will provide pipe and materials at 14.79% (\$1,300,000.00) of the total contract amount.*

*Reeves Construction Company, located in Columbia, SC, will provide asphalt materials at 3.98% (\$350,000.00) of the total contract amount.*

*Knight's Redi-Mix, located in Summerville, SC, will provide flow fill/concrete materials at 7.96% (\$700,000.00) of the total contract amount.*

### **PUBLIC HEARING AND ORDINANCE - FIRST READING**

24. Ordinance No.: 2024-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec 12-79, Violations; citations; penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV, Garages and City Owned Parking Facilities, Sec. 12-150, Fees

*A public hearing was held on October 15, 2024 and the ordinance was approved on first reading. This ordinance has been resubmitted for first reading consideration.*



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### **PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS**

25. ZONING MAP AMENDMENT for 3201 Two Notch Road and a portion of 3215 Two Notch Road, TMS# 11614-06-21 and 11614-06-18 (p/o)

*Ordinance No.: 2024-086 - Amending the Official Zoning Map to modify the zoning for 3201 and a portion of 3215 Two Notch Road, Richland County TMS# 11614-06-21 and TMS# 11614-06-18(p/o)*

*Council District: 2*

*Proposal: Request recommendation to rezone the property from Community Activity Center/Corridor District (CAC) to General Commercial District (GC).*

*Applicant: Stephen Nuttall*

*Staff Recommendation: Denial*

*PC Recommendation: 10/10/2024; Approval (4-2)*

26. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.73 acre Part of Lot A, 2.268 acre Part of Lot 11, and Lot 10 Skyland Terrace Subdivision (Elwyn Lane), TMS# 09004-02-03, 09004-02-04, and 09004-02-05

*Ordinance No.: 2024-091 - Annexing 0.73 acre Part of Lot A, 2.268 acre Part of Lot 11, and Lot 10 Skyland Terrace Subdivision (Elwyn Lane), Richland County TMS # 09004-02-03, 09004-02-04, and 09004-02-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Council District: 2*

*Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW). The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) and Residential Transition (RT) by Richland County.*

*Applicant: Cottrell Holdings, LLC*

*Staff Recommendation: Approval*

*PC Recommendation: 10/10/2024; Approval (6-0)*

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**27. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 6709 David Street, TMS# 14305-17-06**

*Ordinance No.: 2024-090- Annexing 6709 David Street, Richland County TMS # 14305-17-06 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Council District: 1*

*Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign of zoning of Residential Single Family Medium Lot (RSF-2). The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.*

*Applicant: Northminster United Presbyterian Church*

*Staff Recommendation: Approval*

*PC Recommendation: 10/10/2024; Approval (6-0)*

**28. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3516 and 3528 Broad River Road, TMS# 06110-03-07**

*Ordinance No.: 2024-092 - Annexing 3516 and 3528 Broad River Road, Richland County TMS # 06110-03-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Council District: 1*

*Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Community Activity Center/Corridor District (CAC). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.*

*Applicant: Hopelight, LLC*

*Staff Recommendation: Approval*

*PC Recommendation: 10/10/2024; Approval (6-0)*



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 19, 2024**

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29. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 5325 Fairfield Road (n/k/a 5339 Fairfield Road), TMS# 11703-01-19

*Ordinance No.: 2024-089 - Annexing 5325 Fairfield Road (n/k/a 5339 Fairfield Road), Richland County TMS# 11703-01-19 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.*

*Council District: 1*

*Applicant: True Word Church of ECCM*

*Staff Recommendation: Approval*

*PC Recommendation: 10/10/2024; Approval (6-0)*

### **ZONING / PLANNING MATTERS - FIRST READING**

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

*Ordinance No.: 2024-082 - Amending the Official Zoning Map to modify the zoning for 513 S. Saluda Avenue, TMS# 11212-05-03*

*Council District: 3*

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

*Applicant: Dallas Massey, Massey Holdings, LLC*

*Staff Recommendation: Approve*

*PC Recommendation: 09/12/2024; Approve (7-0)*

*The public hearing was held on October 15, 2024 and first reading consideration was deferred.*





## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 19, 2024**

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### **ORDINANCES - FIRST READING**

31. Ordinance No.: 2024-076 - Granting an encroachment to Jake's of Columbia for the use of the right of way area of the 2100 block of Devine Street for the installation and maintenance of concrete pavers adjacent to 2112 Devine Street, Richland County TMS# 11312-15-03

32. Ordinance No.: 2024-079 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Grommet LLC for the sale of approximately 0.61 acres being known as 2725 Main Street, Richland County TMS #R09110-12-02

*Endorsed by the Economic Development & Infrastructure Committee on September 24, 2024.*

33. Ordinance No.: 2024-084 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation

*Amended to add Page Ellington Park and Busby Street Community Center to the list of parks that allow consumption of beer and wine only.*

34. Ordinance No.: 2024-088 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article VII, Weeds and Debris, Sec. 8-301, et seq.

*Endorsed by the Health, Social and Environmental Affairs Committee on October 22, 2024.*

35. Ordinance No.: 2024-093 - Amending Ordinance 2023-041 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (2019 Bull Street Owner, LLC, Richland County TMS # R09016-07-01)

36. Ordinance No.: 2024-094 - Authorizing the City of Columbia to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$15,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 19, 2024**

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### **EVENT RESOLUTIONS**

- 37. Resolution No.: R-2024-070 - Ratifying the Authorization to consume beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 8, 2024
- 38. Resolution No. R-2024-083 - Ratifying the Authorization to consume beer and wine only at the Greek Jam 2024 Fundraiser at Greene Street Between Harden Street and Pavillion Street on Saturday, October 26, 2024
- 39. Resolution No.: R-2024-084 - Authorizing consumption of beer and wine only at NEON Joy in Five Points on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot on Tuesday, December 3, 2024

### **APPOINTMENTS**

- 40. Columbia Prepares Advisory Committee
- 41. Planning Commission

### **OTHER MATTERS**

- 42. Council is asked to approve an allocation in the amount of \$250,000.00 to the Columbia Metropolitan Convention Center for engineering and geotechnical expenses.

*Funding Source: Tourism Development Fees (2195207)*

- 43. Proposed Regular Meeting Schedule for 2025

### **CITY COUNCIL COMMITTEE REFERRALS, REPORTS, 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.



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 19, 2024**

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### **EXECUTIVE SESSION**

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

*Deborah Lovelace v. City of Columbia  
Spring Lake Apartments*

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

*Washington Square*

### **ADJOURNMENT**



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Council is asked to approve the October 15, 2024 City Council Meeting and November 7, 2024 Work Session Minutes.

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** MN\_10152024 (PDF)
- **#b:** MN\_11072024\_WS (PDF)



## **COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024**

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### **CALL TO ORDER**

The Columbia City Council conducted a meeting on Tuesday, October 15, 2024 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:04 p.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

### **INVOCATION**

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

### **PLEDGE OF ALLEGIANCE**

### **ADOPTION OF THE AGENDA**

Upon a motion made by Mayor Rickenmann and seconded by Mr. Brennan, Council voted unanimously to adopt the agenda subject to adding discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1) – Municipal Court Judges.

### **PUBLIC INPUT**

No one appeared at this time.

### **APPROVAL OF MINUTES**

1. Council is asked to approve the October 1, 2024 City Council Work Session and Regular Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve the October 1, 2024 City Council Work Session and Regular Meeting Minutes.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

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### **PRESENTATIONS**

2. National Fire Prevention Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed October 2024 as Fire Prevention Month in the city of Columbia.

Mr. Aubrey Jenkins, Columbia Fire Chief said that the efficiency of the crew that installs the alarms and teaches fire safety and prevention in the community is why we have been designated as a Fire Safe Community again this year.

Mr. George Adams, Assistant Chief & Fire Marshall said fire prevention is an opportunity to bring the community together. Our firefighters are the most important people. Without them, we can't do the job.

### **CONSENT AGENDA ITEMS 3 THROUGH 14**

Dr. Bussells said we are approving several economic development partner contracts. The Economic Development and Infrastructure Committee had great discussion about aligning our goals. We're hoping to see our partners working closely together as we continue to create environments that support small businesses.

Upon a single motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve **Consent Agenda Items 3** through **14**.

3. Council is asked to approve the Fiscal Year 2024/2025 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC. - *Approved*

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

*Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.*





## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

4. Council is asked to approve Fiscal Year 2024/2025 Contract Renewal for Professional Services for Improvement and Operational Services within the Downtown Business Improvement District Including Marketing and Advertising, as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00. This firm is located in Columbia, SC. - *Approved*

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

*Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.*

5. Council is asked to approve the Fiscal Year 2024/2025 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$72,000.00. This firm is located in Columbia, SC. - *Approved*

*Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$72,000.00.*

*Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.*

6. Council is asked to approve a new Contract for Fence Installation Services at Lorick Park, as requested by the Parks and Recreation Department on August 6, 2024. Award to Star Builders, Inc., in an amount not to exceed \$72,225.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date ninety (90) days from commencement. This contractor is located in Columbia, SC. - *Approved*

*Funding Source: Parks - Buildings and Grounds - Special Contracts (1015104-638300). The original budget amount is \$72,225.80.*

7. Council is asked to approve a new Sole Source Contract for Fitness Court Equipment at Heathwood Park and Maxcy Gregg Park, as requested by the Parks and Recreation Department on September 19, 2024. Award to National Fitness Campaign, in an amount not to exceed \$302,400.00. This vendor is located in San Francisco, CA. - *Approved*



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

*Funding Source: General Capital Projects (Prisma Health Grant) - Fitness Courts Project - Capital Project Costs (4039999-PK909901-658650). The original budget amount is \$302,400.00.*

8. Council is asked to approve the Purchase of 80 Safariland Body Armor Panel Sets, as requested by the Columbia Police Department on September 12, 2024. Award to Lawmen's Distribution, LLC, using the SC State Contract in the amount of \$89,317.73. This vendor is located in Columbia, SC. - *Approved*

*Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100). The original budget amount is \$89,317.73.*

9. Council is asked to approve a new Software Service Agreement for Enterprise Permitting and Licensing (EPL), as requested by the Budget, Program Management and Grants Office on October 3, 2024. Award to Tyler Technologies, Inc., in the amount of \$62,735.00. This is the first year of the five-year initial term. This vendor is located in Dallas, TX. - *Approved*

*Funding Source: Business License - Cloud Based Software Solutions (1011403-632170) \$5,231.00; Police Administrative Services - Cloud Based Software Solutions (10112402-632170) \$10,462.00; Engineering Administration - Cloud Based Software Solutions (5511701-632170) \$14,084.00; Engineering Administration - Professional Services (551701-636600) \$1,600.00; Engineering Storm Water Improvements - Cloud Based Software Solutions (5534202-632170) \$4,829.00; Engineering Storm Water Improvements - Professional Services (5534202-636600) \$1,600.00; Fire Prevention - Cloud Based Software Solutions (1012302-632170) \$2,414.00; Information Technology - Cloud Based Solutions (1011120-632170) \$2,817.00; Development Services - Cloud Based Software Solutions (1014101-632170) \$16,498.00; Development Services - Professional Services (1014101-636600) \$3,200.00. The original budgeted amount is \$62,735.00.*

10. Council is asked to approve the Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on September 19, 2024. Award to Everbridge Systems, in the amount of \$103,083.61. The term of the contract is October 1, 2024 to September 30, 2025. This firm is located in Columbia, SC. - *Approved*

*Funding Source: City of Columbia - Maintenance & Service Contracts (1012701-638200) \$51,541.80; Richland County - Maintenance & Service Contracts (2082702-638200) \$51,541.80. The original budget amount is \$103,083.61.*



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

11. Council is asked to approve the Purchase of a Wireless Airlink NetCloud Enterprise Branch Essentials Plan with Hardware, Accessories, and Installation, as requested by the Columbia Fire Department on October 2, 2024. Award to Discount Cell, LLC, using the NASPO Cooperative Agreement in the amount of \$116,326.99. This vendor is located in Harrisburg, NC. - *Approved*

*Funding Source: Fire Suppression - Maintenance and Service Contract (1012303-638200) \$13,811.15; Fire - Special Departmental Supplies (1012303-627100) \$11,956.54; Fire Suppression - Machinery and Equipment-Capital (1012303-658300) \$90,559.30. The original budget amount is \$116,326.99.*

12. Council is asked to approve the Purchase of five (5) Towmaster T-16DT Trailers, as requested by Columbia Water on August 16, 2024. Award to Blanchard Machinery using the SC State Contract in the amount of \$95,666.40. This vendor is located in West Columbia, SC. - *Approved*

*Funding Source: Utilities Water Distribution and Maintenance - Machinery and Equipment-Capital (5516203-658300). The original budget amount is \$95,666.40.*

13. Council is asked to approve a new Professional Services Contract for Project SS7593; Capacity Assurance Program Professional Support Services, as requested by Columbia Water on August 9, 2024. Award to AECOM Technical Services, Inc., in an amount not to exceed \$209,500.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date eight months from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC. - *Approved*

*Funding Source: Engineering Wastewater System Improvement - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$209,500.00.*

*This is a Clean Water 2020 Program Project.*

14. Ordinance No.: 2024-078 - Amending Ordinance 2024-043 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2025 - *Approved on second reading.*

*First reading approval was given on October 1, 2024.*



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

### **PUBLIC HEARING & ORDINANCE FIRST READING**

15. Ordinance No.: 2024-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec 12-79, Violations; citations; penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV, Garages and City Owned Parking Facilities, Sec. 150, Fees – *Approved on first reading as amended.*

Ms. Teresa Wilson, City Manager said there was an open house today from 2:00 p.m. to 4:00 p.m. We have scheduled meetings with our hospitality districts and the community as well.

Ms. Elle Matney, Director of Parking Services presented the proposed parking rate changes based upon recommendations from the parking rate study conducted by WGI Engineering. WGI performed a parking rate study with the intent to assess the current parking rates in comparison to the 2015 Parking Master Plan. The parking services provided for the hospitality and business districts are crucial to the operations of the city. She shared the proposed amendments for the parking rates and the new T2 Luke and Cosmo Pay Stations

Ms. Teresa Wilson, City Manager said the capital improvement programs that we maintain year after year are often unfunded. General Services and Support Services have solicitations ready in order to get the repairs and maintenance completed. The public will feel the difference in the customer experience.

Councilor Brennan asked about the maintenance component in day-to-day operations, as it relates to public safety.

Mr. Kelvin Keisler, Director of General Services said this is a reinvestment in our parking system. We understand that our facilities and infrastructure needs to be secure. We have five older facilities that are approximately 45 years old.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

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Ms. Teresa Wilson, City Manager said the aesthetics and the cleanliness of the facilities go hand in hand with public safety. When parking decks have this much wear and tear, it often becomes a hangout for certain behaviors. For a capital city like ours, it's mandatory that we take advantage of this opportunity.

Ms. Elle Matney, Director of Parking Services shared the current rates and recommended rates for each district, changes in parking enforcement hours, and parking fees.

Ms. Teresa Wilson, City Manager said we have received a lot of feedback from our citizens, business owners, and the hospitality districts. In 25 years of having paid parking in Columbia, we have never adjusted the rates. From a cost perspective, we must keep up with the quality of the service that must be provided. We don't take it lightly when we do have to propose rate increases.

### **Council opened the public hearing at 4:43 p.m.**

Ms. Susie Dibble, University Neighborhood resident expressed concerns with increases related to residential parking permits.

An unidentified resident said the tenant price should be \$60 per year.

Mayor Rickenmann said the intention was to align it with the leases. The goal was to ensure that someone couldn't keep a parking spot if they didn't actually live in the neighborhood. This approach was primarily from an enforcement standpoint.

### **Council closed public hearing at 4:50 p.m.**

Councilor Brown said we have a low cost, low outcome system that is designed around the past and not the future. We have to invest in our city. We are in an era of economic growth. It is important to have the conversation about what is too little and what is too much, but we have to start with something and tweak it from there.

Dr. Bussells thanked the public for submission of their feedback. I have been in favor of our fine increases, because our current fines are not deterring bad behavior. We need to have as much transparency as possible with our signage without more clutter. We need to ensure that both visitors and residents have a seamless experience.

Councilor McDowell thanked Ms. Matney for helping the City move forward with its parking plans. There are some hard decisions and some are decisions we can make without recourse. The document provides us with a process for expressing our goals.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

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Councilor Brennan said we often times need to catch up on deferred maintenance and our economic development pursuits. Now it's time to look at parking. Our city and county are growing and we need to keep up with the times.

Councilor Herbert said we have to remember that we are a capital city and we need to represent that. I'm glad we are bringing prices to date along with comparable cities.

Councilor Bailey asked about the projections over the next five years. Do we know what the numbers would be if we don't have Saturday enforcement in the hospitality districts? In the comparable cities, are the weekend enforcement hours until 7 p.m.?

Ms. Elle Matney, Director of Parking Services said it varies. Some of them go later into the evening. They also offer different enforcement hours on Thursday and Friday. The intent and recommendation is to be consistent throughout the City as a whole.

There was discussion about extend-by-phone; time limits; advertising weekend enforcement hours; and rooftop parking.

Mayor Rickenmann said thank you to the staff for working on this. We need to address parking and reinvest in the system. We need to be a world class city. I am concerned about the hours of enforcement.

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted [6 to 1] to give first reading approval to Ordinance No.: 2024-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec. 12-79, Violations; citations; penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV, Garages and City Owned Parking Facilities, Sec. 150, Fees, as amended. Mr. Bailey, Mr. Brown, Ms. Herbert, Mr. Brennan, Mr. McDowell, and Mayor Rickenmann voted aye. Dr. Bussells voted nay.





## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

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- Increase the fire lane initial fine from \$200 to \$500.
- Amend §12-150, Fees to read "All rates applicable to existing and future public decks within Bull Street shall be phased in over a ten year period, owing to the special conditions existing pursuant to the Bull Street Development Agreement.
- Enforcement will begin at 9:00 a.m. until 7:00 p.m. citywide.
- Amend §12-111 – Owner Occupant Visitor Permit – 24-month period to reflect \$48 per vehicle.

Before second reading, City Council will be looking to receive information and having a discussion around Saturday enforcement and all of the clarifying questions that were asked today. If adjustments are needed, they will be made then.

### **PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS**

#### **Council opened public hearing at 5:21 p.m.**

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2318 Newell Road, TMS# 19208-02-13 – *Approved on first reading.*

*Ordinance No.: 2024-081 - Annexing 2318 Newell Road, TMS# 19208-02-13 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.*

*Council District: 4*

*Proposal: Request to annex the property, assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.*

*Applicant: Wanda M. Chamberlain*

*Staff Recommendation: Approve*

*PC Recommendation: 09/12/2024; Approve, (7-0)*

No one appeared at this time.





## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

Upon a motion made by Mr. Brown and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 2318 Newell Road, TMS# 19208-02-13 **and** Ordinance No.: 2024-081 - Annexing 2318 Newell Road, TMS# 19208-02-13 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map. Mr. Bailey was not present for the vote.

17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 713 Percival Road, TMS# 16813-03-05 – *Approved on first reading.*

*Ordinance No.: 2024-080 - Annexing 713 Percival Road, TMS# 16813-03-05 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.*

*Council District: 4*

*Proposal: Request to annex the property, assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) by Richland County.*

*Applicant: Dessi Gricelda Morales*

*Staff Recommendation: Approve*

*PC Recommendation: 09/12/2024; Approve, (7-0)*

No one appeared at this time.

Upon a motion made by Mr. Brown and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 713 Percival Road, TMS# 16813-03-05 **and** Ordinance No.: 2024-080 - Annexing 713 Percival Road, TMS# 16813-03-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

### 18. ZONING MAP AMENDMENT for 513 S. Saluda Avenue, TMS# 11212-05-03 – *Deferred*

*Ordinance No.: 2024-082 - Amending the Official Zoning Map to modify the zoning for 513 S. Saluda Avenue, TMS# 11212-05-03 – Deferred*

*Council District: 3*

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

*Applicant: Dallas Massey, Massey Holdings, LLC*

*Staff Recommendation: Approve*

*PC Recommendation: 09/12/2024; Approve (7-0)*

Mr. Scott Nuelken expressed concerns about this property and the adjacent properties, the lack of parking for students, and the number of residents per home.

Mayor Rickenmann said you can't restrict someone from building a four-bedroom house. We can tell them that you can't have four unrelated people living there. We have 2,100 empty lots and hopefully people will realize that we need those for the housing crunch.

Councilor Brennan asked if rental permits have to go through the business licensing process.

Ms. Krista Hampton, Director of Planning and Development Services said there is a rental registration program through Code Enforcement and this statement is provided to the property owner or authorized agent: "No more than three unrelated individuals are permitted per dwelling unit." This predates all of us. It is a consistent number around the county. The definition of what constitutes as family has started to change.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to defer the Zoning Map Amendment for 513 S. Saluda Avenue, TMS# 11212-05-03 **and** Ordinance No.: 2024-082 - Amending the Official Zoning Map to modify the zoning for 513 S. Saluda Avenue, TMS# 11212-05-03.

**Council closed public hearing at 5:33 p.m.**



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

### **ORDINANCES - FIRST READING**

19. Ordinance No.: 2024-083 - A Seventeenth Supplemental Ordinance providing for the issuance and sale of City of Columbia, South Carolina, waterworks and sewer system revenue bonds, in one or more series, in the aggregate principal amount of not exceeding \$66,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto – *Approved on first reading.*

Ms. Teresa Wilson, City Manager said we can provide context for such a large bond issuance, which is related to our capital improvement program for water and sewer that City Council approves during the budget process.

Mr. Clint Shealy, Assistant City Manager / Columbia Water said this particular bond issuance was included with our rate study that we presented during budget season. Our intention is to continue investing in our water system including water quality improvements, aging infrastructure replacement, treatment facility upgrades at the Canal and Lake Murray Plants, and fire hydrant replacements. We will continue our compliance with the consent decree by minimizing system overflows and making major investments in our wastewater collection system capacity. Our total investment will be \$93 million in this current fiscal year.

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2024-083 - A Seventeenth Supplemental Ordinance providing for the issuance and sale of City of Columbia, South Carolina, waterworks and sewer system revenue bonds, in one or more series, in the aggregate principal amount of not exceeding \$66,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

### **RESOLUTIONS**

20. Resolution No.: R-2024-082 - Approving the reissuance by the Housing Authority of the City of Columbia, South Carolina of all or a portion of its not to exceed \$9,160,000 multifamily housing revenue bonds (Garden Lakes Apartments Project) series 2022b pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith; and providing an effective date – *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2024-082 - Approving the reissuance by the Housing Authority of the City of Columbia, South Carolina of all or a portion of its not to exceed \$9,160,000 multifamily housing revenue bonds (Garden Lakes Apartments Project) series 2022b pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith; and providing an effective date.

### **EVENT RESOLUTIONS**

21. Resolution No.: R-2024-081 - Authorizing consumption of beer and wine only at Collab Content, LLC on Saturday, November 9, 2024, in the Lincoln Street Tunnel – *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2024-081 - Authorizing consumption of beer and wine only at Collab Content, LLC on Saturday, November 9, 2024, in the Lincoln Street Tunnel.

### **APPOINTMENTS**

22. Citizens Advisory Committee to Community Development – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve the appointment of Ms. Patricia Jones-Meyer (At-Large), Ms. Linda Ward (District 1), Mr. James Baker (District 2), Ms. Diane Wiley (Mayor), and Mr. Hagood Tighe (District 4) to the Citizens Advisory Committee for a term of four year terms.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 15, 2024

### **CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS**

*No committee referrals, reports, or new business was presented at this time.*

### **PUBLIC INPUT**

Mr. David Kaczmarek expressed support of the MyColaSC app. He also expressed concerns about golf cart usage in the City of Columbia.

Councilor Brennan explained that the hold up with the State is that golf carts are not recognized as motorized vehicles.

Mr. Darrell Sims expressed concerns about tenant parking near his residence in the Tapp's Building, the inoperative elevator in the P.J. Cannon Garage, and degraded water quality.

Mr. Regan Freeman expressed support of the MyColaSC app and its compatibility with necessary changes for bike lanes and ADA curb cuts.

**Mr. Brennan left the meeting at 5:56 p.m.**

### **EXECUTIVE SESSION**

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 6:00 p.m. for the discussion of **Items 23** and **24** as outlined and as amended to include discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(1) – Municipal Court Judges.

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

*1511 Carteret Street*

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

*Per- and Polyfluoroalkyl Substances (PFAS)*



**COLUMBIA CITY COUNCIL MEETING MINUTES  
TUESDAY, OCTOBER 15, 2024**

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**ADJOURNMENT**

The meeting was adjourned at 6:40 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC  
City Clerk



## **COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, NOVEMBER 7, 2024**

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### **CALL TO ORDER**

The Columbia City Council conducted a Work Session on Tuesday, November 7, 2024 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 11:06 a.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tem, 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**

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

### **PRESENTATIONS**

1. Short-Term Rentals Update - Mr. David Hatcher, Director of Code Enforcement / Columbia Police Department – *Received as information.*

Councilor Brennan said it's been over a year since we started using the short term rental permit process. Now we can reflect on the past year, evaluate lessons learned, and review relevant data. Instead of presenting the findings to the Community Development Committee, the decision was made to bring the discussion to the full council for a more thorough review.

Mr. David Hatcher, Director of Code Enforcement outlined the city's short-term rental (STR) regulations, which require owners to obtain a business license and STR permit, inform adjacent residents, and provide two off-street parking spaces. Permits must be renewed annually, and owners must have a local registered agent within 45 miles. The Rentalscape software tracks STRs and provides valuable data. He shared data and statistics on STRs in the city, broken down by council district, neighborhood, and zip codes. He suggested adding a third-party vendor and a code enforcement officer to improve compliance monitoring.





## COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, NOVEMBER 7, 2024

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There was discussion about registration trends; the distinction between state and city laws; compliance status; roll cart violations; neighborhood transparency; the use of identifiable medallions on properties; use of door hangers for occupant notification; crime trends linked to STRs; increased penalties for non-compliance; tracking property use trends; properties bought by residents or investors; and adjusting the grace period for registration.

Ms. Teresa Wilson, City Manager asked if the issue regarding double payment of the TDF has been resolved. Do you feel better about how the booking agencies are handling it?

Ms. Kelly Smith, Business License Administrator shared the difficulties related to the collection and remittance of the TDF for STRs using platforms like Airbnb. Some STR owners had been informed by Airbnb that they were collecting and remitting the TDF on their behalf; however, the city was not receiving these funds. The situation has since shifted and Airbnb is now expected to remit the fees directly.

Ms. Teresa Wilson, City Manager said I do want to look at these action items during our budget cycle, including the third party vendor. We may need to research the cost.

### **EXECUTIVE SESSION**

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to enter into Executive Session at 11: 54 a.m. for the discussion of **Items 2 through 4.**

2. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
  - *Convention Center*
  - *Finlay Park*
3. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
  - *Parking Rate Study*
  - *1401 Main Street*



**COLUMBIA CITY COUNCIL MEETING MINUTES  
THURSDAY, NOVEMBER 7, 2024**

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4. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

- *Administration*

**ADJOURNMENT**

The meeting was adjourned at 3:00 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC  
City Clerk



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Dorothy White Brown's 100th Birthday  
Proclamation - The Honorable William Brennan,  
Mayor Pro-Tempore

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** Dorothy White Brown's 100th birthday (DOCX)



City of Columbia  
A Proclamation

**Whereas**, Dorothy White Brown was born in New Rochelle, New York on November 29, 1924 to immigrants from Russia and Ukraine. She met her future husband, Henry Arthur Brown, Jr. of Camden, South Carolina during World War Two in New York City in 1943 and moved to Columbia as a war bride in 1945.

**Whereas**, Dorothy Brown hosted and advised foreign exchange students, Fort Jackson military recruits on holiday leave with nowhere to go, as well as her own 8 children, their spouses, 18 grandchildren and 13 great-grandchildren.

**Whereas**, Dorothy Brown supported countless charities in Columbia as well as St. Joseph's Church and School, St. Peter's Church and School, Cardinal Newman School and Providence Hospital in Columbia giving generously of her time, talent and treasure

**Whereas**, Dorothy Brown is a living participant and witness to vast and immense changes, growth and improvements in the City of Columbia over the past 80 years.

**Whereas**, Dorothy Brown proved her steadfastness, loyalty and devotion in honoring and supporting her husband of 76 years, Henry Arthur Brown Jr. who passed away at five days shy of his 99th Birthday in 2020.

**Whereas**, Dorothy Brown raised eight children in Columbia, South Carolina in a loving and wonderful home environment in the Heathwood Area. Her children are, Virginia, William, Henry, David, Roger, Anne, Marty and Councilman Peter Brown.

**Whereas**, Dorothy Brown personifies personal strength, love, diligence, patience, courage, humor, generosity, kindness and a firm, strong hand when needed. Columbia is a better place and today we recognize her for her achievements in our community.

**NOW, THEREFORE I**, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim November 29, 2024, as

***Dorothy White Brown's 100<sup>th</sup> birthday***

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Daniel J. Rickenmann  
Mayor

---

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

---

William Brennan  
District III, Council Member

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Aditi Bussells  
At-Large, Council Member

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Tina N. Herbert  
District I, Council Member

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Peter M. Brown  
District IV, Council Member

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Tyler D. Bailey  
At-Large, Council Member





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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Indigenous Business Day Proclamation - The Honorable William Brennan, Mayor Pro-Tempore

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** Indigenous Business Day (DOCX)



City of Columbia  
A Proclamation

**Whereas**, national Native American Heritage Month is celebrated each year in November,  
And

**Whereas**, the most recent data from the US Census Bureau's Annual Business Survey, in 2023 there were over 50,000 businesses owned by American Indians and Alaska Natives.

**Whereas**, Native Americans own thriving small businesses in a variety of industries, including art, automotive repair, barbering, beauty, catering, construction, consulting, fashion, jewelry, yoga, and businesses catering to hospitality and tourism.

**Whereas**, the City of Columbia invites Native American business owners to be part of the urban and economic growth of the city, and,

**Whereas**, Mota Enterprises Chief Executive Officer, Vanessa Mota, established the first Indigenous Business Day on November 16th, 2019 in the City of Columbia to celebrate contributions to the community, the local economy, and to celebrate individual accomplishments, and

**Whereas**, the City of Columbia celebrates contributions, the rich culture of the Indigenous People and will recognize events and festivities during Native American Heritage month;

**NOW, THEREFORE, I**, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council do hereby celebrate the contributions of the Indigenous community, and will recognize events and festivities on November 18, 2024 as the City of Columbia "Indigenous Business Day."

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Daniel J. Rickenmann  
Mayor

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

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William Brennan  
District III, Council Member

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Aditi Bussells  
At-Large, Council Member

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Tina N. Herbert  
District I, Council Member

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Peter M. Brown  
District IV, Council Member

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Tyler D. Bailey  
At-Large, Council Member





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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Santee Cooper Excellence in Law Enforcement Award - Mr. William "Skip" Holbrook, Police Chief for the Columbia Police Department

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** Santee Cooper Excellence in Law Enforcement Award Submission - Columbia (PDF)



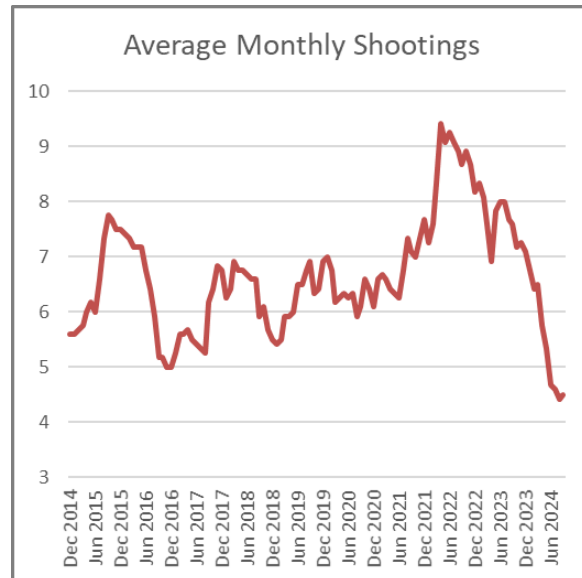
# ***Gun Violence Reduction***

*A Comprehensive Police-Led Approach*

# Gun Violence Reduction in Columbia, SC

## A Comprehensive Police-Led Approach

Columbia is in the midst of a historic drop in gun violence. In 2024 Columbia has seen a more than 40% decrease in fatal and non-fatal shootings. This is the culmination of a steady decline that began almost two years ago. In fact, as of September 2024, Columbia's 12-month fatal and non-fatal shooting average is lower than it has been at any point in more than a decade. Many American cities saw decreases in gun violence as the violent crime surge of the pandemic era subsided. Columbia, however, is continuing to see gun violence rates drop steadily, even as some other agencies in the region, such as Nashville and Charlotte, have seen their decreases stagnate.



The causes of increases and declines in gun violence are multi-faceted and complex, and Columbia is fortunate to have many individuals and institutions, both inside and outside of government, working strenuously to address problems related to gun violence in the city. For the City of Columbia Police Department though, reducing gun violence has been a top priority for years. The PD has embraced a wide range of strategies aimed at gun violence mitigation. These include enhanced enforcement efforts, the adoption of innovative technologies, and strategies focusing on community relations, partnerships and crime prevention.

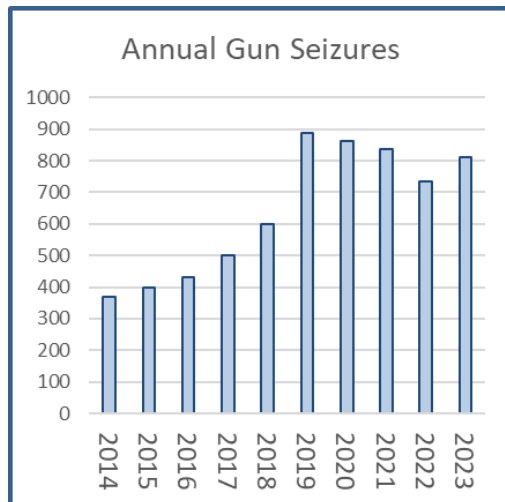
### Enhanced Enforcement Efforts

Columbia PD has enhanced enforcement efforts related to gun violence by increasing gun seizures, standing up a Crime Gun Intel Unit, and creating an investigative unit focusing solely on murder and attempted murder cases.

In 2014, CPD seized 370 guns. By 2019, annual gun seizures had more than doubled with a whopping 889 gun seized that year. Gun seizures from 2019 to 2023 remained consistently high, averaging about 826 annual seizures throughout that half-decade. The massive increase in gun seizures reflects the extent to which gun violence mitigation is an institutional priority for CPD, and shows the extraordinary effort individual CPD officers commit to getting guns off the street.

CPD's commitment to addressing gun violence has also been recognized by the Department of Justice. In 2019 the Bureau of Justice Assistance awarded CPD over \$700,000 in grant funds to create a Crime Gun Intel Unit (CGIU). Two main pillars of the CGIU are the leveraging of innovative technologies to generate leads in gun crime cases, and enhanced enforcement action against those involved in illegal gun possession and gun violence. To support enhanced enforcement, the Crime Gun Intelligence Unit (CGIU) reviews all arrests for illegal gun possession in the city of Columbia and identifies cases that are eligible

for federal prosecution. CGIU personnel then work with the CPD's federal partners at the ATF and the US Attorney's Office to bring charges when appropriate. To this end, the CPD has created a position for a Special Assistant United States Attorney (SAUSA) to support this effort. The SAUSA, a city attorney, works with the United States Attorney's Office and aids in the prosecution of cases related to gun violence. CGIU personnel also work with the State Solicitors' Offices to ensure that prosecutors at the state level are aware of important cases and have the tools they need to appropriately prosecute gun possession cases. Identifying and pursuing bad actors is also part of the strategy of disruption.



Accordingly, the CGIU also collates intelligence to produce the Violent Offenders List (VOL). The CPD's VOL includes people who have been identified as involved in violent crime or gun crime in Columbia. Individuals are assigned a numerical score based on several factors, including: previous firearm arrests, previous violent crime arrests, gang affiliation, past gun crime victimization, involvement in NIBIN linked incidents, and probation status. The highest scoring offenders are placed on the VOL, which is then disseminated throughout CPD and shared with local, state, and federal law enforcement partners. The CGIU works with other law enforcement agencies, as well as federal and state prosecutors, to support cases involving offenders identified on the VOL.

It is difficult to overstate the harm to the social fabric that results from each individual shooting. The identification and prosecution of shooters is a necessary step in the process of healing that harm. In 2022 CPD was accepted into the National Case Closed Project (NCCP). The NCCP is Bureau of Justice Assistance funded program led by RTI International "that is designed to support law enforcement agencies in improving their response to fatal and non-fatal shootings and increasing clearance rates for these crimes."<sup>1</sup> While the NCCP team noted some of CPD's strengths, especially in the realm of police-community relations and investigator training, they also were able to make recommendations for improvement to fatal and non-fatal shooting investigations. In order to begin to implement some of these recommendations, in 2024, CPD created a specialized violent crime investigations unit tasked solely with the investigation of murders and attempted murders. The vast majority of these cases are gun-related. The new unit allows investigators to give these very serious cases increased attention following best practices supported by research.<sup>2</sup>

### Innovative Technologies

Columbia PD has been an early adopter of innovative public-safety technologies. Many of these technologies support CPD's efforts to address gun violence. For example, CPD was the first agency in the region to implement ShotSpotter Gunshot Detection Technology (SST) and has successfully integrated digital ballistic-evidence-forensics in to daily investigative operations thanks to the success of the CGIU.

<sup>1</sup> Page 4 unpublished report.

<sup>2</sup> Wellford, C. F. (2018). *Organizing for effective homicide investigations*. Retrieved from <https://centerforimprovinginvestigations.org/wp-content/uploads/2019/01/Organizing-for-Effective-Homicide-Investigations-Wellford-May-2018-NRTAC.pdf>



Also, CPD created a Real-Time Crime Center (RTCC) that serves as the nerve center for CPD's security camera and license plate reader network. Lastly, CPD continues its commitment to transparency and data sharing with the creation of interactive public dashboards tracking gun violence data.

In April 2019 CPD began the deployment of ShotSpotter Technology (SST) in areas that have historically experienced the most gun violence. SST uses a series of acoustic sensors that detect gunshots. This information is analyzed and immediately sent out to CPD officers via a smartphone app. This process allows officers to respond to gunshots more quickly than the traditional method which relied on citizen reports via telephone. The former method was slow and inaccurate and may have missed as many as 75% of gunshots, whereas SST quickly detects nearly all gunshots in the deployment zone. Moreover, SST relays much more precise



information regarding the exact location of the gunshot. This more complete, accurate, and timely information on gunshots allows for immediate deployment to the scene, faster medical attention to potential victims, an increased probability of identifying suspects and witnesses, and greatly enhanced ballistics-evidence collection. As a result, officers are now able to more frequently locate shell casings or firearms at crime scenes. In fact, CPD experienced a dramatic and statistically significant increase in gun seizures immediately upon SST adoption. To further bolster CPD's efforts at collecting crime guns and discharged shell casings, CPD has deployed an ATF ballistics detection K-9 and thermal imaging devices. These allow officers to locate recently discharged shell casings or firearms that would have been missed by the naked eye. These assets are not under-utilized; in fact, by fall 2024 CPD's ballistics K-9 team has recovered 270 items, more than any other ATF K-9 team in the United States.

The collection of ballistics evidence is crucial for investigative purposes, both on a local and a national level. The large amount of shell casings collected by CPD are entered into the National Integrated Ballistic Information Network (NIBIN), which logs microscopic images of discharged shell casings and compares all pieces of ballistics evidence against each other. By identifying any items that were discharged from the same firearm, CPD and its local, state, and federal law enforcement partners can identify guns used in multiple crimes and, ultimately, prosecute identified perpetrators, whether within or beyond the immediate jurisdiction.

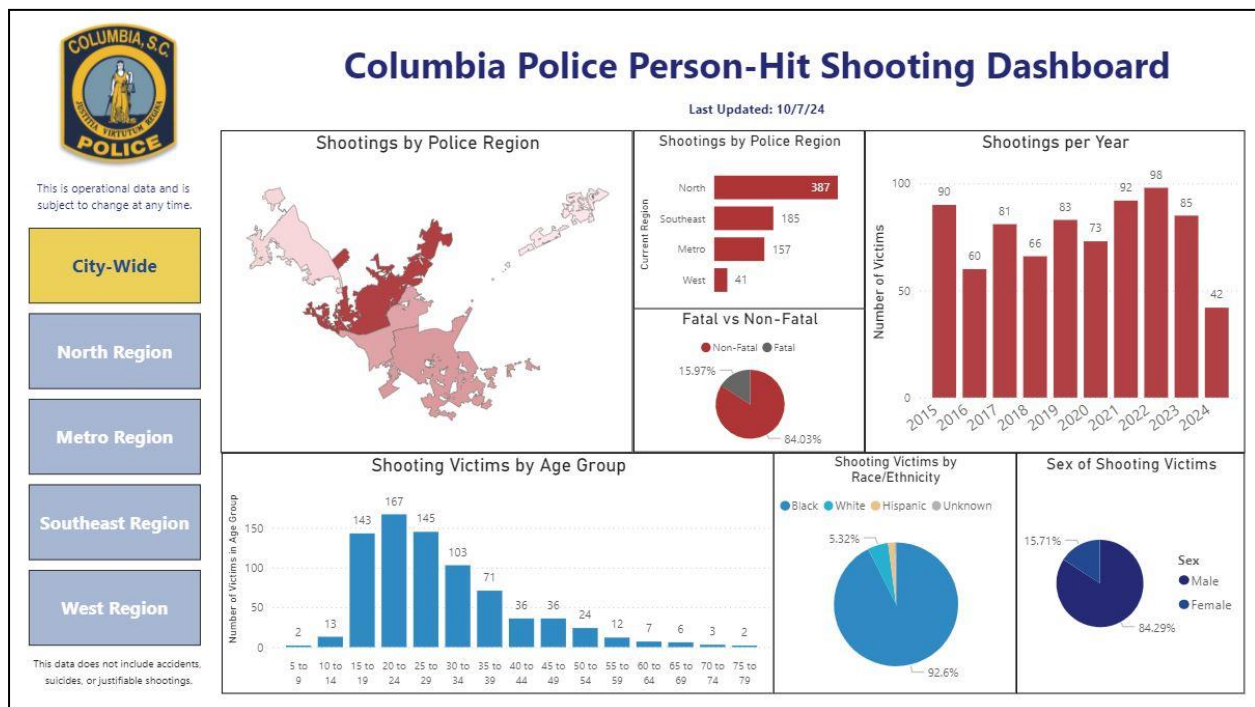


CPD has deployed 20 automated license plate readers (LPRs) at various locations as a part of a multi-agency initiative. These LPRs are used in previously identified areas of chronic and concentrated gun violence to enhance enforcement activity in these areas. The deployment of these LPRs is complemented by a series of over 600 cameras positioned across the city that make use of the latest in surveillance camera technology. This network of cameras and license plate readers is managed from CPD's Real-Time Crime Center

(RTCC). The RTCC is the nerve center of CPD's public safety technology network. From the RTCC's

situation room officers can monitor cameras, license plate readers, and ShotSpotter detections from across the city. This allows the RTCC to offer real-time tactical support to officers responding to serious incidents. The RTCC can also give immediate support to investigators in the first crucial hours of fatal and non-fatal shooting investigations by collecting various types of evidence such as video and license plate reader information to help quickly identify suspects.

In addition to using new and innovative technologies to bolster investigations, CPD also uses new technologies to maintain transparency and public trust. To this end CPD hosts interactive dashboards on the CPD website which give citizens insight into the dynamics of gun violence in Columbia and how technologies like ShotSpotter are used to track gun crime. These dashboards are always up-to-date and feature visualizations created from gun violence and SST data that CPD regularly collects and maintains. The Person-Hit Shooting Dashboard displays data on the number of shootings each year, the percentage that result in fatality, as well as information about the age, race, and sex of shooting victims. The data can be filtered by police region and all data points are interactive. Similar information regarding SST detections is displayed on the CPD ShotSpotter Dashboard. These dashboards are updated weekly. They have been used by local media to correctly frame stories about gun violence in Columbia. They serve as an always accessible and up-to-date repository of gun violence data for stakeholders across Columbia.



The Person-Hit Shooting Dashboard can be viewed on the CPD website: <https://columbiapd.net/hit-shooting/>

### Partnerships, Community Relations, & Proactive Crime Prevention

Earning and maintaining community trust and pursuing public safety excellence through collaborative partnerships are core values of the Columbia Police Department. These are also important principles for guiding proactive gun violence prevention. Columbia PD has a suite of strategies guided by these principles and aimed at gun violence reduction; these include the Ceasefire program, CPD's partnership with Serve & Connect, and a place-based crime prevention intervention.



Columbia PD's focused deterrence program, Ceasefire Columbia, identifies individuals who are assessed as being at highest risk for committing acts of gun violence, and sets out to intervene before a shooting occurs. The Ceasefire Columbia (CC) coordinator works with the SC Department of Probation, Parole, and Pardon Services (PPP) to identify people currently under PPP supervision who are at highest risk of committing future violent acts. These are primarily those who have been charged with illegal gun carrying in Columbia, or have

been charged as a shooting suspect in Columbia. Other factors such as an individual's previous criminal history and supervision level, are also taken into account. Once a suitable group of offenders is identified, the PPP and the Ceasefire Coordinator hold a notification meeting, wherein the pre-selected offenders are made aware that they are under special scrutiny vis-à-vis local, state, and federal law enforcement agencies regarding any potential acts of gun violence or illegal gun carrying. The offenders are also put in direct contact with community- and government-based service providers. These providers help offenders overcome any number of problems they may be facing in their personal lives, which may well be contributing factors regarding future involvement in gun violence. After the notification meeting, the Ceasefire Coordinator keeps track of any arrests of Ceasefire offenders in order to be sure that CPD and its law enforcement partners are always prepared to take appropriate action against those who re-offend. The Ceasefire Coordinator also stays in regular contact with the selected offenders. This provides offenders with assistance should problems arise that could be resolved by CPD's service provider partners. In other words, the Ceasefire Coordinator is a first point of contact and can assess what kind of external assistance is needed. The Ceasefire Coordinator also remains in regular contact with the service providers to better facilitate the flow of services to the selected offenders when possible. The Ceasefire program aims to dissuade high risk offenders from committing future acts of gun violence by raising their awareness of the consequences of such actions, while simultaneously attempting to address the day-to-day problems these individuals may be facing, and which may well be causal in future gun violence. The program reflects a significant body of criminological research, the consensus of which is focused-deterrent strategies have among "the strongest and most consistent anti-violence effects" of any strategy used to reduce criminal violence.<sup>3</sup> As such, Ceasefire is a prime example of CPD's efforts to engage in best practice policing and to put proven theory into practice.

<sup>3</sup> Abt, Thomas, *Bleeding Out: The Devastating Consequences of Urban Violence – and a Bold New Plan for Peace in the Streets*, 2019, Basic Books, p.87 & 88.



CPD also partners with community-based organizations to reduce gun violence in disadvantaged communities that experience disproportionate gun violence. For example, CPD works closely with Serve & Connect, a nonprofit organization that focuses “on fostering positive change through sustainable police and community partnerships.”<sup>4</sup> Serve & Connect has recently received a Byrne Criminal Justice Innovation Program grant. The funded program sets out to reduce youth-involved violent crime and is focusing its efforts in the communities identified by CPD as those that are most impacted by gun violence. Through the Innovation Grant program, the CPD’s Police Athletic League has been re-established with the purpose of creating more opportunities to engage with our youth. The grant also supports the implementation of a credible messenger program which ensures that community needs are clearly communicated so that the relevant response or service can be provided.



Columbia PD has also successfully implemented crime prevention strategies aimed at specific locations. In Columbia (like all American cities) gun violence is extremely geographically concentrated. For instance just 3% of Columbia’s surface area experience about 40% of the shootings every year. Furthermore, certain characteristics of these small locations appear to facilitate gun violence. Using geospatial analysis CPD has been able to identify specific streets where gun violence is most concentrated as well as blight related issues that are statistically correlated to gun violence. Using this information CPD formulated a place-based gun violence prevention plan focused on three neighborhoods with chronically high violent crime. For 90 days CPD Patrol officers conducted extra high visibility patrols on the handful of streets (generally about 10% of the total) in three neighborhoods where gun violence has been chronically high. At the same time City of Columbia Code Enforcement Officers have given sustained systematic attention to securing abandoned buildings, remediating over-grown vacant lots, and overall blight reduction in the surrounding neighborhood. This intervention was very recently implemented. A preliminary look at crime numbers in the treated communities shows a 47% decrease in reported unlawful firearm discharges, a 35% reduction in ShotSpotter Alerts, a 24% reduction in violent crime, and a 40% reduction in property crimes.

### Looking Forward

Columbia PD’s gun violence mitigation efforts over the past ten years have been nothing short of herculean. Through enhanced enforcement, the adoption of innovative technologies, and the leveraging of community partnerships for crime prevention, CPD has laid a strong foundation for gun violence reduction. The recent historic drop in gun violence has been a welcome development to say the least. However, any amount of community gun violence is too much. Columbia PD looks continue driving gun violence down and making these reductions permanent. The current system of gun violence reduction strategies will be the foundation for the future of gun violence prevention in Columbia.

<sup>4</sup><https://www.serveandconnect.org/>



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Economic Development

**FROM:** *Ryan Coleman, Director of Economic Development*

**SUBJECT:** Council is asked to approve the Fiscal Year 2024/2025 Contract for Assistance with Talent Attraction and Retention, Professional Development, and Community Engagement as requested by the Economic Development Department. Award to Columbia Opportunity Resource (COR) in the amount of \$50,000.00. This firm is located in Columbia, SC.

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$50,000.00.

**FOCUS AREAS:** Economic Growth

**PURPOSE:**

*Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.*

**ATTACHMENTS:**

- **#a:** APPROVED - 24023615 - Columbia Opportunity Resource (COR) 2024-25 (PDF)

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

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the Columbia Opportunity Resource (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2024-2025;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2025, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to Consultant. The first payment will be made on or after August 1<sup>st</sup> of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1<sup>st</sup> of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

## 6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

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

## 7. FINDINGS CONFIDENTIAL

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

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

## 8. ACCESS TO RECORDS

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

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

#### 9. COPYRIGHT

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

#### 10. AMENDMENTS

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

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

#### 11. ASSIGNABILITY/SUB-CONSULTING

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

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

#### 12. INDEPENDENT CONSULTANT

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

#### 13. BREACH / WAIVER

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

#### 14. TERMINATION OF CONTRACT FOR CAUSE

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

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

#### 15. TERMINATION FOR CONVENIENCE OF THE CITY

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

#### 16. INTEREST OF CONSULTANT

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

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

#### 17. EQUAL EMPLOYMENT OPPORTUNITY

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



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

#### 18. LICENSES, PERMITS AND TAXES

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under the Agreement. The Consultant shall be responsible for any costs relating to same.

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

#### 19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

#### 20. SEVERABILITY

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

#### 21. COMPLIANCE WITH LOCAL LAWS

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

#### 22. PERSONNEL

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

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

#### 23. WHOLE AGREEMENT

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



24. GOVERNING LAW

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

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

Greater Columbia Chamber of Commerce      CITY OF COLUMBIA

BY: \_\_\_\_\_

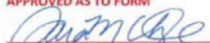
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Teresa B. Wilson, City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
  
 Legal Department City of Columbia, SC

10/25/2024

Exhibit A

- Eight (8) standing tickets to every Crash Course Columbia tour annually (guaranteed two tours per year) which can be allocated toward City staff, economic development prospects or partners, local businesses, etc...
- Invitation to speak at any COR events including Crash Course, Capture Columbia, Table for Six, Activate, and COR Connections
- Increased collaboration with Columbia Economic Development and City's strategic partners to identify and coordinate opportunities for joint event hosting and cross promotion, and increased support of sharing successes through COR's promotional channels and networks
- Capture Columbia tickets that can be made available to any current interns working for the City of Columbia, at such a time the Capture program is scheduled to run
- At least 1 presentation per year to the Mayor's Collegiate Council to raise awareness on COR's annual programs and discuss opportunities to increase engagement and involvement with all six of Columbia's higher education student bodies
- Two (2) dedicated email blasts to COR's 4,000+ audience
- Prominent logo placement on COR marketing materials with the City of Columbia listed as a Strategic Partner
- Joint social media promotion opportunities with the City, with Columbia added to COR's new Partners webpage



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve the Purchase of a Phased Fire and Safety Policy Implementation Management System, as requested by the Columbia Fire Department on October 10, 2024. Award to Lexipol, LLC, using the Sourcewell Cooperative Contract in the amount of \$55,012.50. This vendor is located in Frisco, TX.

**REQUISITION NO.:** R231028

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: City of Columbia Fire Suppression - Professional Services (1012303-636600) \$27,506.25 and Richland County Fire Administration - Professional Services (2082301-636600) \$27,506.25. The original budget amount is \$55,012.50.

**CLEAN WATER 2020?: No**

We respectfully request Council's approval for this purchase using the Sourcewell Contract #66248, Vendor Lexipol LLC.

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

The allocation of budget funds to Lexipol will enable the Columbia Fire Department to maintain an updated, legally compliant, and comprehensive policy framework. This investment will enhance our department's accountability, safety, and operational efficiency, while reinforcing our commitment to serving the community with the highest standards of fire service

**ATTACHMENTS:**

- **#a:** R231028 Quote Sourcewell (PDF)
- **#b:** Legal Approved Agreement (PDF)
- **#c:** Justification for Lexipol (DOC)

R231028  
V018384

## Columbia Fire Department

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

# Purchase Approval

Account/Grant: 1012303 & 2082301 / 636600

\*Is this a Grant Funded request?\* ☐ Yes ☒ No

\*If yes, please indicate JL numbers.\* \_\_\_\_\_

City ☒ County ☒ 50/50 ☒ P-card ☐

Admin ☐ Prevention ☐ Suppression/Sp Ops ☒ Training ☐ Logistics ☐

Item(s): Fire & Rescue Policy Implementation Tiers

Lowest Quote/Price: \$ 55,012.50

Vendor: Lexipol

Date: August 22, 2024

Adams: \_\_\_\_\_

Holloway: \_\_\_\_\_

Kip: \_\_\_\_\_

Folsom: [Signature] 9/25/2024

Jenkins: [Signature]

Justification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## MASTER SERVICE AGREEMENT

Agency's Name: Columbia Richland Fire Department  
 Agency's Address: 1800 Laurel St  
 Columbia, South Carolina 29201

Agency's Sourcewell Member ID: 66248

Attention: William Brosious

Sales Rep: Tony Farrell  
 Lexipol's Address: 2611 Internet Boulevard, Suite 100  
 Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

**Columbia Richland Fire Department****Lexipol, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Exhibit A

## SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Subscription w/  
Implementation

| QTY                                                        | DESCRIPTION                                                                                                                      | UNIT PRICE    | SOURCEWELL DISC | DISC AMT            | EXTENDED             |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|---------------------|----------------------|
| 1                                                          | Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months) | USD 36,785.00 | 10%             | USD 3,678.50        | USD 33,106.50        |
|                                                            | <b>Subscription Line Items Total</b>                                                                                             |               |                 | <b>USD 3,678.50</b> | <b>USD 33,106.50</b> |
| 1                                                          | Fire Agency-Specific Content Extraction                                                                                          | USD 5,646.00  | 10%             | USD 564.60          | USD 5,081.40         |
| 1                                                          | Fire Standard Policy Cross-Reference                                                                                             | USD 6,549.00  | 10%             | USD 654.90          | USD 5,894.10         |
| 1                                                          | Fire Tier I Implementation                                                                                                       | USD 5,596.00  | 10%             | USD 559.60          | USD 5,036.40         |
| 1                                                          | Fire Tier II Implementation                                                                                                      | USD 6,549.00  | 10%             | USD 654.90          | USD 5,894.10         |
|                                                            | <b>One-Time Line Items Total</b>                                                                                                 |               |                 | <b>USD 2,434.00</b> | <b>USD 21,906.00</b> |
|                                                            |                                                                                                                                  |               |                 | <b>USD 6,112.50</b> | <b>USD 55,012.50</b> |
| Annual Subscription w/ Implementation Sourcewell Discount: |                                                                                                                                  |               |                 |                     | USD 6,112.50         |
| Annual Subscription w/ Implementation TOTAL:               |                                                                                                                                  |               |                 |                     | USD 55,012.50        |

## Discount Notes

Sourcewell 10% Discount



**Exhibit B**  
**Terms and Conditions of Service**

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. **Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **“Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **“Agency Data”** means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **“Agreement”** means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **“Custom Agreement Terms”** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **“Effective Date”** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.6 **“Initial Term”** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 **“Lexipol Content”** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 **“Services”** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.<sup>1</sup>

3.2 **For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

<sup>1</sup> **Note:** Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.



4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")<sup>2</sup>, Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing<sup>3</sup>, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies<sup>4</sup>, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

<sup>2</sup> LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

<sup>3</sup> Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

<sup>4</sup> NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

## 10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



## MASTER SERVICE AGREEMENT

Agency's Name: Columbia Richland Fire Department  
 Agency's Address: 1800 Laurel St  
 Columbia, South Carolina 29201

Agency's Sourcewell Member ID: 66248

Attention: William Broschious

Sales Rep: Tony Farrell  
 Lexipol's Address: 2611 Internet Boulevard, Suite 100  
 Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

**Columbia Richland Fire Department****Lexipol, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

APPROVED AS TO FORM  
  
 Legal Department City of Columbia, SC

11/8/2024

## Exhibit A

## SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Subscription w/  
Implementation

| QTY                                                               | DESCRIPTION                                                                                                                      | UNIT PRICE    | SOURCEWELL<br>DISC | DISC AMT            | EXTENDED             |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|---------------------|----------------------|
| 1                                                                 | Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months) | USD 36,785.00 | 10%                | USD 3,678.50        | USD 33,106.50        |
|                                                                   | <b>Subscription Line Items Total</b>                                                                                             |               |                    | <b>USD 3,678.50</b> | <b>USD 33,106.50</b> |
| 1                                                                 | Fire Agency-Specific Content Extraction                                                                                          | USD 5,646.00  | 10%                | USD 564.60          | USD 5,081.40         |
| 1                                                                 | Fire Standard Policy Cross-Reference                                                                                             | USD 6,549.00  | 10%                | USD 654.90          | USD 5,894.10         |
| 1                                                                 | Fire Tier I Implementation                                                                                                       | USD 5,596.00  | 10%                | USD 559.60          | USD 5,036.40         |
| 1                                                                 | Fire Tier II Implementation                                                                                                      | USD 6,549.00  | 10%                | USD 654.90          | USD 5,894.10         |
|                                                                   | <b>One-Time Line Items Total</b>                                                                                                 |               |                    | <b>USD 2,434.00</b> | <b>USD 21,906.00</b> |
|                                                                   |                                                                                                                                  |               |                    | <b>USD 6,112.50</b> | <b>USD 55,012.50</b> |
| <b>Annual Subscription w/ Implementation Sourcewell Discount:</b> |                                                                                                                                  |               |                    |                     | USD 6,112.50         |
| <b>Annual Subscription w/ Implementation TOTAL:</b>               |                                                                                                                                  |               |                    |                     | USD 55,012.50        |

## Discount Notes

Sourcewell 10% Discount



**Exhibit B**  
**Terms and Conditions of Service**

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

**1. Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

**1.1 "Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

**1.2 "Agency Data"** means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

**1.3 "Agreement"** means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

**1.4 "Custom Agreement Terms"** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

**1.5 "Effective Date"** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the "Effective Date."

**1.6 "Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

**1.7 "Lexipol Content"** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

**1.8 "Services"** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

**2. Term; Renewal.** This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

**3. Termination.**

**3.1 For Convenience; Non-Appropriation.** This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.<sup>1</sup>

**3.2 For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**3.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

<sup>1</sup> Note: Online Services fees are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.



4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")<sup>2</sup>, Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing<sup>3</sup>, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies<sup>4</sup>, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

<sup>2</sup> LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

<sup>3</sup> Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

<sup>4</sup> NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.



**7. Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

**8. Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

**9. Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

**10. General Terms.**

**10.1 Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

**10.2 General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

**10.3 Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**10.4 Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**10.5 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

**10.6 Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

**10.7 Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.





COMMUNITY-REPRESENTING BOTH CITIZENS & EMPLOYEES

INTEGRITY-WITH PROFESSIONALISM

SERVICE- ABOVE SELF

1800 LAUREL STREET  
COLUMBIA, SOUTH CAROLINA 29201

## Justification for Allocating Budget Funds to the Columbia Fire Department for Lexipol Management

The Columbia Fire Department (CFD) seeks funding to implement Lexipol, a comprehensive policy management solution, to strengthen our operational accountability, compliance, and risk management. As a fire department with a commitment to upholding the highest standards of public safety and community trust, we recognize Lexipol as a critical tool for achieving these objectives. Here are key reasons why investing in Lexipol will significantly benefit the Columbia Fire Department:

### 1. **Compliance with Evolving Laws and Regulations**

Lexipol provides a full library of fire service policies that are customized to our state's specific legal requirements and updated regularly in response to new federal and state legislation, as well as relevant court rulings. In a regulatory environment where non-compliance can lead to severe penalties and increased liability, this proactive approach ensures that CFD policies align with current laws. It reduces the administrative burden of manually updating policies, allowing us to focus on serving the community and maintaining a safe work environment.

### 2. **Enhanced Accountability and Professionalism**

Lexipol's system fosters a culture of accountability by establishing clear, legally sound guidelines for personnel conduct and operations. By implementing Lexipol, CFD can ensure that every member, from new recruits to seasoned professionals, has access to consistent, high-quality policies that govern all aspects of our work. This not only improves professionalism but also strengthens trust within the community by demonstrating CFD's commitment to transparency and excellence in service.

### 3. **Increased Safety and Risk Mitigation**

Fire service is inherently high-risk, and clear, enforceable policies are essential to protecting both our personnel and the public. Lexipol's policies designed to enhance safety by addressing issues such as response protocols, equipment usage, training requirements, and emergency management. By minimizing ambiguities and standardizing best practices, Lexipol supports CFD's efforts to reduce the likelihood of incidents, injuries, and liability claims, creating a safer environment for both our firefighters and the community we serve.

### 4. **Support for Community Risk Reduction Initiatives**

With over 20 years of experience in community risk reduction, CFD understands the critical role of structured policies in guiding effective risk mitigation strategies. Lexipol's robust framework allows us to incorporate our specific risk reduction objectives directly

into our policies, ensuring that all staff members work toward shared goals in a unified and effective manner. This alignment will amplify our community impact, making our prevention and education efforts more successful.

**5. Operational Efficiency and Resource Optimization**

Lexipol's digital platform includes a range of tools for policy distribution, training, and acknowledgment tracking, which streamlines the process of implementing and enforcing policies across the department. This efficiency allows CFD to allocate resources more effectively, saving time on policy management and documentation and enabling leadership to focus on core operational priorities. By reducing time spent on administrative tasks, CFD can enhance productivity without compromising on safety or compliance.

**6. Reinforcement of CFD's Strategic Objectives**

Lexipol aligns seamlessly with the CFD's strategic objectives, particularly our focus on safety, professionalism, and operational efficiency. Investing in Lexipol represents a commitment to structured growth and proactive risk management, positioning CFD as a leader in fire service excellence. With a Lexipol subscription, CFD will be better equipped to serve our community with confidence, knowing that our policies reflect the latest standards in fire service.

**Financial Justification and ROI**

By mitigating the risks associated with outdated or inconsistent policies, Lexipol can reduce costly liabilities and potential legal expenses over time. The investment in Lexipol is a proactive approach that supports fiscal responsibility by minimizing costly risks and ensuring that department resources are protected.

**Conclusion**

The allocation of budget funds to Lexipol will enable the Columbia Fire Department to maintain an updated, legally compliant, and comprehensive policy framework. This investment will enhance our department's accountability, safety, and operational efficiency, while reinforcing our commitment to serving the community with the highest standards of fire service excellence.



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve the Renewal of a Daily Fire Operations Management System, as requested by the Columbia Fire Department on October 7, 2024. Award to Carahsoft Technology Corporation, using the OMNIA EDU Cooperative Contract in the amount of \$76,889.46. The term of this contract is December 22, 2024 to December 21, 2025. This vendor is located in Reston, VA.

**REQUISITION NO.:** R230965

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: City of Columbia Fire Suppression - Software License (1012303-627510) \$38,444.73 and Richland County Fire Administration - Software License (2082301-627510) \$38,444.73. The original budget amount is \$76,889.46.

**CLEAN WATER 2020?: No**

This system assists with incident reports, inventory, community outreach, data collection, fire prevention and accreditation.

We respectfully request Council's approval for this purchase using the OMNIA EDU Contract #R191902, Vendor, Carahsoft Technology Corporation.

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through cooperative contracts.

**ATTACHMENTS:**

- **#a:** Carahsoft Invoice R230965 (PDF)



|                                      |                  |
|--------------------------------------|------------------|
| <b>Date</b><br>10/2/2024             | <b>Page</b><br>1 |
| <b>Invoice Number</b><br>49581452INV |                  |

For questions on this invoice, please contact AR at 703-581-6566 or via email at [AR@Carahsoft.com](mailto:AR@Carahsoft.com)



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a new Sole Source Contract for Target Solutions Membership to track and maintain training records for ISO Compliance, as requested by the Columbia Fire Department on September 4, 2024. Award to Municipal Emergency Services dba Carolina and Southeast, in the amount of \$73,035.65. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date of June 30, 2025, and the option to renew for one (1) additional one-year period. This vendor is located in Charlotte, NC.

**REQUISITION NO.:** R230486

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: City of Columbia Fire Suppression – Software License (1012303-627510) \$36,517.83 and Richland County Fire Administration – Software License (2082301-627510) \$36,517.82. The original budget amount is \$73,035.65.

**CLEAN WATER 2020?:** No

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:** APPROVED - 24023527 - Municipal Emergency Services Contract(PDF)

## 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 **Municipal Emergency Services Inc. (MES)** (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, 2024. 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 **Seventy Three Thousand Thirty Five Dollars 65/100, (\$73,035.65)** 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](http://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 30<sup>th</sup> of the fiscal year in which funds were budgeted and appropriated.

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

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

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

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

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

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

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

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

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

**CITY OF COLUMBIA, SOUTH CAROLINA**

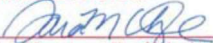
By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM  
  
 Legal Department City of Columbia, SC

10/22/2024

**MUNICIPAL EMERGENCY SERVICES INC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

Requisition # R230486JUSTIFICATION FOR  
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Suppression/Training Division,

(1)

Target Solutions service, a comprehensive suite of web-based solutions for the fire Department use to track and maintain all training and records for the ISO compliance control and tracking. This software is fully integrated in to the certification of our ISO compliance.

(2)

as a sole source procurement from MES-Carolina (only Distributor in South Carolina)

(3)

based upon the following justifications: This software enables the Fire Department to better manage and deliver training needs, daily training logs, and to build tests. It includes inspection forms, post incident evaluation tools, ISO tracking. Additionally, it includes the following course bundles that support the Fire Department's five-year strategic plan: HR & employment practice, OSHA & compliance, driving safety, and NFPA/Fire Emergency vehicle operations. At this current time, we are not aware of any other software package that encompasses all of these features in support of the Fire Department..

(4)

This sole source is valid through June 30, 2025

Amount \$73,035.65

Fire  
Department

Clarence D. Gordon  
Signature of Department Head

10/9/2024  
Date

P. Travis H. H. for Purch.  
Signature of Purchasing Agent

10/10/2024  
Date

\*Form must be routed in  
the order of the signatures\*

Kristine Githara  
Signature of Finance Director

10/14/2024  
Date

Chris E. Sley  
Signature of Asst. City Manager

10/15/2024  
Date

Debra A. Johnson  
Signature of City Manager

10/18/2024  
Date

- Notes: (1) Enter Division Name  
(2) Enter description of goods or services to be procured  
(3) Enter name of sole source contractor  
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 06/2016)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



**Purchase Justification:**

**Columbia Fire Training is requesting the purchase of Vector Solutions membership in order to track and maintain all fire department's training records for ISO compliance. The requested software is already fully integrated into the certification of our ISO compliance. Vector solutions enables the Fire Department to deliver training effectively by providing daily training logs, test development, inspection forms, and post incident evaluation tools. Additionally Vector solutions supports the Fire Department's strategic plan: HR & employment practice, OSHA & compliance, driving safety, and NFPA/Fire Emergency vehicle operations.**



## Exhibit B



(877) 637-3473

## Quote

Quote # QT1851565  
 Date 08/27/2024  
 Expires 09/11/2024  
 Sales Rep Micun, Christopher A  
 Shipping Method FedEx Ground  
 Customer CITY OF COLUMBIA (SC)  
 Customer # C36324

Bill To  
 CITY OF COLUMBIA  
 ACCOUNTING DIVISION  
 PO BOX 147  
 COLUMBIA SC 29202-0147

Ship To  
 FIRE STATION-HARDEN STREET  
 1901 HARDEN STREET  
 COLUMBIA SC 29201

| Order # | Product # | Description            | Quantity | Unit Price | Total Price |
|---------|-----------|------------------------|----------|------------|-------------|
| 15000   |           | Premier Membership:    | 534      | \$125.90   | \$67,230.60 |
| 16000   |           | Annual Maintenance Fee | 1        | \$395.00   | \$395.00    |

TARGET SOLUTIONS  
 License Terms: 11/30/2024 - 11/29/2025

Thank you for the Opportunity!

Subtotal \$67,625.60  
 Shipping Cost \$0.00  
 Tax Total \$5,410.05  
 Total \$73,035.65

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.




**TargetSolutions**

## Sole Source Justification

*Training Management | Operations & Asset Management | Workforce Management | EHS Management*

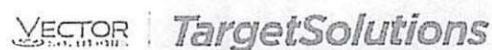
This document serves as a sole source justification for Vector Solutions' integrated suite of systems for online training and live skill evaluations, operations and asset management (TargetSolutions Check It™), workforce management (TargetSolutions Scheduling™), and EHS management which are all developed and provided solely by TargetSolutions.

### Service Description

TargetSolutions' industry-leading online training, operations, scheduling, evaluations and EHS management system is a comprehensive suite of proprietary web-based solutions for Fire and EMS departments and is the industry's only all-in-one operational hub for the management of training, assets, employee scheduling, skill assessments and safety compliance. The unique, one-of-a-kind software features exclusive fire department software tools, including best-in-class training courses and recordkeeping applications.

Here are TargetSolutions' online training management system's key differentiators that make it stand apart in the industry:

- TargetSolutions features the industry's leading learning management system for scheduling, delivering and tracking online training courses
- TargetSolutions offers more than 500 hours of training for fire departments, including more than 250 hours of accredited EMS continuing education courses
  - TargetSolutions is organizationally accredited through CAPCE, the Commission on Accreditation for Pre-Hospital Continuing Education
  - TargetSolutions features NFPA 1001, NFPA 1021, NFPA 1410, NFPA 1500, as well as Occupational Safety and Health Administration (OSHA), and more in its training catalog
- The TargetSolutions platform features unique applications for managing fire department training, recordkeeping, and compliance tasks, including:
  - Activities Builder
  - Credentials Manager
  - ISO Training Tracker
  - Community Resources
  - File Center
  - Test Builder
  - Generate Reports
  - Events Manager
- TargetSolutions' Enterprise solution enables agencies to collaborate in a shared training platform while still managing their own TargetSolutions sites



Vector Evaluations+, a live skill evaluation solution, modernizes skill assessments with electronic skill sheets and forms that are accessible via a mobile app or web-based system. Here are a few key benefits of this solution:

- Measure and track competencies with digital skill sheets that help determine proficiency and compare employee performance over time
- Mobile app to evaluate employees from the field and take in-app videos to record individual's abilities
- Recorded skill demonstrations serve as an educational tool to analyze performance and provide feedback
- Add evaluations to Credentials through the integrated TargetSolutions to ensure true mastery of a skillset to complete a taskbook
- Comprehensive, visual reports make it simple to oversee competencies and indemnify any deficiencies among personnel

The TargetSolutions platform can be extended to the TargetSolutions Check It™ operations and asset management system for conducting inspections of equipment, apparatus and inventory. Here are the key differentiators of TargetSolutions Check It™ that make it stand apart in the industry:

- Integrated mobile application and web-based platform accessible 24/7 to streamline inspections and maintenance for vehicles, equipment, controlled substances, medical supplies and other logged inventory
- Exclusive module for secure, cradle-to-grave management of controlled substances for ALS agencies.
- Secure tracking of expiration dates of all types of controlled substances and other resources assigned to a specific vehicle, person, or storage facility
- Built-in verification features, such as eSignatures, employee pin numbers, and facial recognition technology, to ensure accountability
- Push notifications, email alerts, and custom check-step comments to communicate the completion of an inspection, create check-step comments, or notify supervisors of issues
- Ability to open service tickets for apparatus or equipment in need of repair to track its status, costs, and other information with intuitive workflows
- Comprehensive reports with visually-driven data to view inspection history, usage, and other measurable steps

TargetSolutions Scheduling™ provides a workforce management and employee resourcing software built for the complex organizational tasks for mission-critical industries. Here are key differentiators of TargetSolutions Scheduling™ that make it stand out in the industry:

- A snapshot overview of shift schedules, minimum staffing levels, and employees' qualification in a dynamic workforce management dashboard
- Cloud-hosted, reliable data that is available 24/7 and accessible via the mobile application or any web-based device
- Interactive roster map with a live view of employee locations, traffic patterns, and 'hot spot' areas.
- Automatization tools to streamline overtime hiring, callbacks, and vacation requests with custom qualifiers to reduce human error or bias




**TargetSolutions**

- Shift trade dashboard for employees to self-manage shifts trades (based on qualifications) and hours owed/credited to coworkers
- Customizable and exportable reports with in-depth filters to analyze employee hours, payroll, overtime, and more

Vector EHS Management is a comprehensive safety tracking solution that offers a web-based system and mobile application to streamline incident reporting, corrective actions and producing OSHA forms. Here are key differentiators for Vector EHS Management that make it stand out:

- A mobile application that streamlines the incident reporting process and records incident details at the scene for accurate account of what occurred
- Easily manage the claims process and track every variable to minimize costs of worker's compensation or employee leave
- Track hazards or potential exposures with detailed reports and notify key stakeholders
- Assign corrective actions after incident investigations, such as refresher training, and communicate corrective tasks to personnel through Vector EHS Management
- Automatically translate incident reports to produce OSHA forms 300, 300A and 301 to easily export OSHA logs
- Comprehensive reports show incident history to identify trends, address problem areas and more

*Brandi Howe*

Senior Director of Renewal Management



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a renewal Contract for Geographic Information System (GIS) Software License and Maintenance Services, as requested by the Information Technology Department on September 20, 2024. Award to Environmental Systems Research Institute, Inc., using the SC State Contract in the amount of \$110,000.00. This is year three (3) of the three (3) year agreement. This vendor is located in Redlands, CA.

**REQUISITION NO.:** R230752

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Police Administrative Services - Software License (1012402-627510) \$3,630.00; Utilities Water Distribution and Maintenance – Software License (5516203-627510) \$7,700.00; Traffic Engineering – Maintenance and Service Contract (1013203-638200) \$2,447.50; Public Works Administration – Software License (1011124-627510) \$2,062.50; Utilities Wastewater Maintenance – Software License (5516205-627510) \$14,190.00; Streets Storm Drains – Maintenance and Service Contract (5534203-638200) \$220.00; Emergency Management – Software License (10112201-627510) \$1,100.00; Geographic Information System – Maintenance and Service Contract (5511121-638200) \$46,640.00; Engineering – Water Systems Improvement – Software License (5516220-627510) \$28,270.00; Development Services – Maintenance and Service Contract (1014101-638200) \$3,740.00. The original budget amount is \$110,000.00.

**CLEAN WATER 2020?:** No

We respectfully request Council's approval for this agreement using the Small Municipal and County Government Enterprise Agreement within the State Contract, Vendor, Environmental

Systems Research Institute, Inc.

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

**ATTACHMENTS:**

- **#a:** ESRI Quote (PDF)
- **#b:** ESRI Agreement (PDF)





Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 09/18/2024  
**To:** Sung-Jun Kim  
**Organization:** City of Columbia  
IT  
**Fax #:** 803-733-8297 **Phone #:** 803-545-3266  
  
**From:** Hannah Sistos  
**Fax #:** **Phone #:** + 19093693265 Ext. 3265  
**Email:** hsistos@esri.com

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26240492  
Document Date: 09/18/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: + 190936932653265

9.a

## Quotation

**Date:** 09/18/2024

**Quotation Number:** 26240492

**Contract Number:** SMALL GOVT ELA US

City of Columbia

IT

GIS

2nd Fl Washington Square Bldg

1136 Washington St

Columbia SC 29201-3215

**Attn:** Sung-Jun Kim

**Customer Number:** 22711

For questions regarding this document, please contact Customer Service at 888-377-4575.

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.

380 New York Street

Redlands, CA 92373-8100

Attn: Hannah Sistos

**Please include the following remittance address  
on your Purchase Order:**

Environmental Systems Research Institute, Inc.

P.O. Box 741076

Los Angeles, CA 90074-1076

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to [ea\\_usage\\_reports@esri.com](mailto:ea_usage_reports@esri.com).

Thank you in advance for your prompt attention to this matter.

|                                                                                          |   |        |           |            |
|------------------------------------------------------------------------------------------|---|--------|-----------|------------|
| 10                                                                                       | 1 | 168181 | 110000.00 | 110,000.00 |
| Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription |   |        |           |            |
| Start Date: 12/20/2024                                                                   |   |        |           |            |
| End Date: 12/19/2025                                                                     |   |        |           |            |
| Subscription ID: 3293335514                                                              |   |        |           |            |

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>

For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**

**Packet Pg. 90**



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190936932653265

**Quotation**  
Page 2

|                         |                                   |                                           |
|-------------------------|-----------------------------------|-------------------------------------------|
| <b>Date:</b> 09/18/2024 | <b>Quotation Number:</b> 26240492 | <b>Contract Number:</b> SMALL GOVT ELA US |
| Item                    | Qty                               | Material#                                 |
|                         |                                   |                                           |

|                      |                       |
|----------------------|-----------------------|
| <b>Item Subtotal</b> | 110,000.00            |
| <b>Estimated Tax</b> | 0.00                  |
| <b>Total</b>         | <b>USD 110,000.00</b> |

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**


**esri**®

380 New York Street  
Redlands, CA 92373  
Phone: + 190936932653265

## Quotation

Page 3

|                         |     |                               |                           |                                       |
|-------------------------|-----|-------------------------------|---------------------------|---------------------------------------|
| <b>Date:</b> 09/18/2024 |     | <b>Quotation No:</b> 26240492 | <b>Customer No:</b> 22711 | <b>Contract No:</b> SMALL GOVT ELA US |
| Item                    | Qty | Material#                     | Unit Price                | Extended Price                        |

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

**Esri Use Only:**

Cust. Name \_\_\_\_\_

Cust. # \_\_\_\_\_

PO # \_\_\_\_\_

Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-5)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities****Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS  
Schematics, ArcGIS Workflow Manager, ArcGIS Data  
Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup  
(Advanced and Standard)  
ArcGIS Monitor  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS  
Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS  
Spatial Analyst, ArcGIS Engine Geodatabase Update,  
ArcGIS Network Analyst, ArcGIS Schematics  
ArcGIS Runtime (Standard)  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) ArcGIS CityEngine Single Use Licenses  
1,000 ArcGIS Online Viewers  
1,000 ArcGIS Online Creators  
110,000 ArcGIS Online Service Credits  
1,000 ArcGIS Enterprise Creators  
10 ArcGIS Insights in ArcGIS Enterprise  
10 ArcGIS Insights in ArcGIS Online  
100 ArcGIS Tracker for ArcGIS Enterprise  
100 ArcGIS Tracker for ArcGIS Online  
6 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
6 ArcGIS Utility Network User Type Extensions (Enterprise)  
6 ArcGIS Trace Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

|                                                                                                                                                         |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Number of Esri User Conference registrations provided annually                                                                                          | 4 |
| Number of Tier 1 Help Desk individuals authorized to call Esri                                                                                          | 4 |
| Maximum number of sets of backup media, if requested*                                                                                                   | 2 |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement |   |

\*Additional sets of backup media may be purchased for a fee

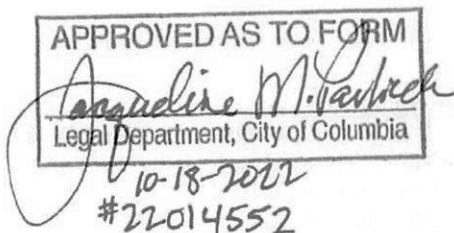
Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Columbia, SC  
(Customer)  
By: Teresa B. Wilson  
Authorized Signature  
Printed Name: Teresa B. Wilson  
Title: City Manager  
Date: 10/21/2022



#### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Postal Code: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Country: \_\_\_\_\_  
Quotation Number (if applicable): \_\_\_\_\_



## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

#### 4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

##### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

##### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## **9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES**

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve the Purchase of fourteen (14) T2 Cosmo Pay Stations, as requested by the Parking Services Division. Award to Creative Parking Concepts in the amount of \$154,388.12. This vendor is located in Nashville, TN.

**REQUISITION NO.:** R231509

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Parking Improvement Project Control - Main Street Pay Stations - Capital Project Costs (5329999-PG310025-658650). The original budget amount is \$154,388.12.

**CLEAN WATER 2020?:** No

Sec 2-204. (7) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the procurement of information technology.

**ATTACHMENTS:**

- **#a:** Cosmos Pay Stations - Procurement Exceptions (PDF)

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

**Written Determination for Procurement Exceptions**

|                             |                                                           |
|-----------------------------|-----------------------------------------------------------|
| Need/Description:           | Fourteen (14) T2 Cosmos - Pay Stations                    |
| Estimated Budget:           | T2 Cosmos \$154,388.12                                    |
| Requisition Number:         |                                                           |
| End Using Department:       | Parking Services                                          |
| City Contracts/Project Mgr: | Stacey Dixon - Tori Salvant                               |
| Proposed Contractor:        | Creative Parking Concepts                                 |
| Contractor Contact Info:    | Todd Albert 615.522.8370 Todd@creativeparkingconcepts.com |

**Procurement Exception:**

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



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

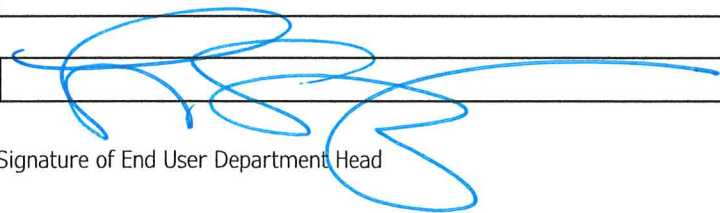
Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

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

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

**This Department proposes to procure for the Parking Services Division, fourteen (14) Cosmos Pay Stations, as a procurement exception for information technology from Creative Parking Solutions based on the following justifications:**

The above mentioned T2 Cosmos Pay Station platform integrates with T2 software already embedded in Parking Services processes, as well as other departmental software platforms such as Passport. Parking Services currently operates 9 T2 Luke's on the same platform. Said Cosmos will be installed along Main Street as replacement of current parking meters and provide Columbia's parkers a similar payment experience as with other locations throughout the City. Parking Services also utilizes various other T2 modules such as, Flex Mobile Enforcement & Citation Management, Citation Collection Services (CCS) and T2 Extend-by-Phone.



11.4.24

Signature of End User Department Head

Date

Signature of Purchasing Agent

Date



1100 Elm Hill Pike  
Suite 105  
Nashville, TN 37210

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 9/14/2024 | 7586       |

| Name / Address                                                       |
|----------------------------------------------------------------------|
| City of Columbia (SC)<br>1924 Calhoun St.<br>Columbia, SC 29201-2614 |

| Service Address                                                      |
|----------------------------------------------------------------------|
| City of Columbia (SC)<br>1924 Calhoun St.<br>Columbia, SC 29201-2614 |

| Web Site                        | Phone #                                                                                                                                                                                                                                                                                                                                | Rep | Project                    |     |             |  |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------------|-----|-------------|--|
| www.creativeparkingconcepts.com | 615-712-7696                                                                                                                                                                                                                                                                                                                           | GTA | City of Columbia-ON STREET |     |             |  |
| Item                            | Description                                                                                                                                                                                                                                                                                                                            | Qty | Rate                       | U/M | Total       |  |
| Luke Cosmo Pay Station, EMV*    | 38 Key, Solar or 120V, EMV Card Reader, Printer                                                                                                                                                                                                                                                                                        | 14  | 8,434.125                  | ea  | 118,077.75T |  |
| Modem Kit-Int LTE VZW L2V5/LC   | New pay stations or conversions from other embedded modems or WiFi                                                                                                                                                                                                                                                                     | 14  | 621.00                     | ea  | 8,694.00T   |  |
| Digital Connect SIM Card - VZW  | Per Pay Station. Digital Connect Verizon                                                                                                                                                                                                                                                                                               | 14  | 20.25                      | ea  | 283.50T     |  |
| Digital Connect Activation      | Digital Connect Activation                                                                                                                                                                                                                                                                                                             | 14  | 20.25                      | ea  | 283.50T     |  |
| T2 SecurePay Gateway Set-up     | Per each merchant account for EMV/P2PE processing. Non-discountable.                                                                                                                                                                                                                                                                   | 1   | 400.00                     |     | 400.00T     |  |
| T2 SecurePay Terminal Set-up    | Per EMV device (1 x 100.7112 required). Non-discountable.                                                                                                                                                                                                                                                                              | 14  | 25.00                      |     | 350.00T     |  |
| USB Data Key-C                  | BOSS USB key, industrial grade                                                                                                                                                                                                                                                                                                         | 1   | 43.88                      | ea  | 43.88T      |  |
| Installation                    | Service package that includes the following:<br>1. Assistance with BOSS software upgrades and configuration<br>2. Assistance with IRIS profile configuration<br>3. Installation of pay stations on prepared ground<br>4. Transportation and logistics<br>5. Initial programming and commissioning<br>6. Hardware and software training | 14  | 490.00                     |     | 6,860.00    |  |
| Reimbursable Travel Expenses    | Travel expense reimbursement - NOT INCLUDED in Installation/Service price                                                                                                                                                                                                                                                              |     | 1,600.00                   |     | 1,600.00    |  |
| Misc/Shop Supplies              | Misc Installation/Shop Supplies<br>Anchor bolts, bits, etc.                                                                                                                                                                                                                                                                            | 14  | 24.00                      |     | 336.00T     |  |
| Shipping & Handling             | Shipping & Handling                                                                                                                                                                                                                                                                                                                    | 14  | 475.00                     |     | 6,650.00T   |  |
|                                 | * See Page 2 for Exclusions and Notes *                                                                                                                                                                                                                                                                                                |     |                            |     |             |  |
|                                 |                                                                                                                                                                                                                                                                                                                                        |     |                            |     |             |  |



1100 Elm Hill Pike  
Suite 105  
Nashville, TN 37210

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 9/14/2024 | 7586       |

| Name / Address                                                       |
|----------------------------------------------------------------------|
| City of Columbia (SC)<br>1924 Calhoun St.<br>Columbia, SC 29201-2614 |

| Service Address                                                      |
|----------------------------------------------------------------------|
| City of Columbia (SC)<br>1924 Calhoun St.<br>Columbia, SC 29201-2614 |

|                                                                                                                                                                                                                                                                                                                                                               |              |     |                            |       |     |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----|----------------------------|-------|-----|-----------|
| Web Site                                                                                                                                                                                                                                                                                                                                                      | Phone #      | Rep | Project                    |       |     |           |
| www.creativeparkingconcepts.com                                                                                                                                                                                                                                                                                                                               | 615-712-7696 | GTA | City of Columbia-ON STREET |       |     |           |
| Item                                                                                                                                                                                                                                                                                                                                                          | Description  |     | Qty                        | Rate  | U/M | Total     |
| Does NOT include:<br>1. Permits<br>2. Ground preparation<br>3. 120VAC power provisioning (units are solar powered only)<br>4. Protective bollards<br>5. Awnings or lighting<br>6. Signage<br>7. Merchant account(s) (by City)<br>8. Contactless reader for tap-to-pay, Apple Pay, Google Pay, etc.<br>(separate quote provided)<br>9. No keys<br>10. No paper |              |     |                            |       |     |           |
|                                                                                                                                                                                                                                                                                                                                                               | Columbia, SC |     |                            | 8.00% |     | 10,809.49 |

Billing Terms: 50% deposit due upon agreement signing then monthly progress-billing based on materials delivered and work performed through project completion.

**Total**

\$154,388.12

Signature \_\_\_\_\_



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve the Renewal of Computer Aided Dispatch Maintenance Software Services, as requested by the Columbia - Richland 911 Communications Center on October 29, 2024. Award to CentralSquare Software System in the amount of \$287,059.25. The term is January 1, 2025 to December 31, 2025. This vendor is located in Lake Mary, FL.

**REQUISITION NO.:** R231288

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: City of Columbia Emergency Communications/311 - Maintenance and Service Contract (1012701-638200) \$143,529.62 and Richland County Emergency Communication - Maintenance and Service Contract (2082702-638200) \$143,529.63. The original budget amount is \$287,059.25.

**CLEAN WATER 2020?:** No

Sec 2-204. (7) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the procurement of information technology.

**ATTACHMENTS:**

- **#a:** CentralSquare quote (PDF)



**Renewal Order prepared by:**  
Mabel Jose Peralta  
mabel.jose@centralsquare.com

**Renewal Order #:** Q-187329  
**Start Date:** December 1, 2024  
**End Date:** November 30, 2025  
**Billing Frequency:** Yearly  
**Subsidiary:** Tritech Software Systems

**Renewal Order prepared for:**  
Rob Christ, E911 Network Manager  
Columbia-Richland 911 Communications Center (CRCC)  
2020 Hampton St  
Columbia, SC 29202  
(803) 576-2015

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

|     | PRODUCT NAME                                                                  | QUANTITY | TOTAL         |
|-----|-------------------------------------------------------------------------------|----------|---------------|
| 1.  | Administrator Client SWL                                                      | 1        | 1,668.88 USD  |
| 2.  | Advanced Timers-Flight Following Module                                       | 1        | 1,668.88 USD  |
| 3.  | ANI/ALI Interface License (Positron)                                          | 1        | 3,003.96 USD  |
| 4.  | Archive and Reporting Server (Replication)                                    | 1        | 6,174.81 USD  |
| 5.  | AVL Interface (New Custom)                                                    | 1        | 15,019.81 USD |
| 6.  | CA Arcserve High Availability for Enterprise                                  | 3        | 6,050.00 USD  |
| 7.  | CAD Mapping Support Fees                                                      | 36       | 735.14 USD    |
| 8.  | Closed Record Download RMS Data Transfer Interface<br>(Firehouse RMS for CFD) | 1        | 5,006.62 USD  |
| 9.  | Closed Record Download RMS Data Transfer Interface<br>(visionAir RMS to CPD ) | 1        | 5,006.62 USD  |
| 10. | Closed Record Download RMS Data Transfer Interface (Zoll)                     | 1        | 5,006.62 USD  |
| 11. | Controlling Dispatcher Module (included in base CAD)                          | 1        | 0.00 USD      |
| 12. | Custom MDC Interface License (Motorola PMDS-RCSO)                             | 1        | 14,018.48 USD |
| 13. | Dispatch Rules Module (included in base CAD)                                  | 1        | 0.00 USD      |
| 14. | Dispatcher/Call Taker Client SWL                                              | 24       | 80,105.67 USD |
| 15. | DR ANI/ALI Interface License (Positron)                                       | 1        | 3,003.96 USD  |
| 16. | DR AVL Interface (New Custom)                                                 | 1        | 15,019.81 USD |
| 17. | DR Custom MDC Interface License (Motorola PMDS-RCSO)                          | 1        | 6,675.48 USD  |
| 18. | DR Interface Manager License                                                  | 1        | 1,668.88 USD  |



Renewal Order prepared by:  
Mabel Jose Peralta  
mabel.jose@centralsquare.com

|     |                                                                            |    |               |
|-----|----------------------------------------------------------------------------|----|---------------|
| 19. | DR Paging Interface License                                                | 1  | 3,003.96 USD  |
| 20. | Event Playback Module                                                      | 1  | 2,503.31 USD  |
| 21. | File Attachments Module for Disaster Recovery Environment for CAD & Mobile | 1  | 750.99 USD    |
| 22. | File Attachments Module for Production Environment (CAD & Mobile)          | 1  | 2,503.31 USD  |
| 23. | File Attachments Module for Test/Training Environment for CAD & Mobile     | 1  | 750.99 USD    |
| 24. | Geofile Cross Reference Module (point in polygon)                          | 39 | 3,254.31 USD  |
| 25. | GIS Link for Response Area Polygons Import                                 | 1  | 1,668.88 USD  |
| 26. | GIS Links Streets Utility Module                                           | 1  | 5,006.62 USD  |
| 27. | Interface Manager License                                                  | 1  | 1,668.88 USD  |
| 28. | Local Back-up Server SWL                                                   | 1  | 3,337.73 USD  |
| 29. | NCIC/State Message Switch Server SWL                                       | 1  | 16,688.69 USD |
| 30. | NCIC/State Query User Module                                               | 31 | 5,173.49 USD  |
| 31. | Paging Interface License                                                   | 1  | 3,003.96 USD  |
| 32. | Protocol Module                                                            | 1  | 2,503.31 USD  |
| 33. | Quickest Path Unit Recommendation Module                                   | 39 | 13,017.18 USD |
| 34. | Remote Back-up Server SWL                                                  | 1  | 3,337.73 USD  |
| 35. | Snapshot Module                                                            | 1  | 834.42 USD    |
| 36. | SOP Module                                                                 | 1  | 2,503.31 USD  |
| 37. | Standard EMS Integration                                                   | 24 | 3,686.25 USD  |
| 38. | Standard Inform CAD Motorola MCC 7500 Console Radio Interface              | 1  | 3,862.55 USD  |
| 39. | Standard Push to Talk Interface License                                    | 1  | 6,675.48 USD  |
| 40. | System Status Management Module (included in base CAD)                     | 1  | 0.00 USD      |
| 41. | Test/Training Client SWL                                                   | 8  | 8,010.57 USD  |
| 42. | Test/Training Server SWL                                                   | 1  | 3,337.73 USD  |
| 43. | Unit Swap Module                                                           | 1  | 834.42 USD    |
| 44. | VisiCAD Primary Server Multi Agency License                                | 1  | 10,013.21 USD |
| 45. | VisiNet Browser                                                            | 1  | 8,344.35 USD  |
| 46. | VisiNet Browser Reports Module (included in new sales)                     | 1  | 0.00 USD      |





Renewal Order prepared by:  
Mabel Jose Peralta  
mabel.jose@centralsquare.com

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## WHAT SERVICES ARE INCLUDED?

---

| DESCRIPTION          |                      | TOTAL          |
|----------------------|----------------------|----------------|
| 1.                   | Escrow Fee Recurring | 950.00 USD     |
| Renewal Order Total: |                      | 287,059.25 USD |

### Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** Shannon Lizewski, Director

**SUBJECT:** Council is asked to approve the Purchase of Vehicles/Heavy Equipment for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the Cooperative and SC State Contract in the amount of \$580,982.75.

**REQUISITION NO.:** R230699, R230917, R231015, R231110,

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

| Item                                                                                                                                                                | Vendor                                                              | Vehicle/Heavy Equipment                                                                                                          | Procurement Method            | Amount       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------|
| a.                                                                                                                                                                  | Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL | One (1) 2024 Ford F-250 Super Cab Pickup 4WD Truck for the Metro Wastewater Treatment Plant, as requested on September 18, 2024. | SC State Contract #4400029875 | \$60,544.04  |
| <i>Funding Source: Utilities Metro Wastewater Plant - Auto, Trucks, Heavy Equipment-Capital (5516208-658500). The original budget amount is \$60,544.04.</i>        |                                                                     |                                                                                                                                  |                               |              |
| b.                                                                                                                                                                  | Parks Ford HV LLC Hendersonville, NC                                | Two (2) 2024 Ford F-250 Crew Cab Trucks for the Metro Wastewater Treatment Plant, as requested on October 3, 2024.               | SC State Contract #4400035157 | \$123,634.71 |
| <i>Funding Source: Utilities Metro Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$123,634.71.</i> |                                                                     |                                                                                                                                  |                               |              |
| c.                                                                                                                                                                  | Parks Chevrolet Spartanburg, SC                                     | Four (4) 2025 Chevrolet 2500 Crew Cab Trucks for the Metro Wastewater Treatment Plant, as                                        | SC State Contract #4400035156 | \$211,804.00 |

|                                                                                                                                                                     |                                              |                                                                                                                                                                       |                                             |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------|
|                                                                                                                                                                     |                                              | requested on October 10, 2024.                                                                                                                                        |                                             |                     |
| <i>Funding Source: Utilities Metro Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$211,804.00.</i> |                                              |                                                                                                                                                                       |                                             |                     |
| d.                                                                                                                                                                  | Jet-Vac Equipment Company, LLC<br>Sumter, SC | One (1) 2023 750 Truck Mounted Multi Skid on 84" Cab and one (1) Ford F-550 Diesel Chassis for the Wastewater Maintenance Division, as requested on October 16, 2024. | Sourcewell Cooperative Contract #101221-HLD | \$185,000.00        |
| <i>Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$185,000.00.</i>     |                                              |                                                                                                                                                                       |                                             |                     |
| <b>Total</b>                                                                                                                                                        |                                              |                                                                                                                                                                       |                                             | <b>\$580,982.75</b> |

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

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

#### **ATTACHMENTS:**

- **#a:** REVISED - November 11 Council Memo - Fleet Requests (DOCX)
- **#b:** Alan Jay Sales Quote - R230699 (PDF)
- **#c:** Parks Ford Quote - R230917 (PDF)
- **#d:** Parks Ford with Service Body Quote - R230917 (PDF)
- **#e:** Parks Chevrolet Quote - R231015 (PDF)
- **#f:** Jet-Vac Quote - R231110 (PDF)



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

**FROM:** Mr. Henry Simons, Assistant City Manager, Operations  
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer  
ACM for the Department of Procurement and Contracts

**DATE:** November 11, 2024

**SUBJECT:** Recommendation for Approval for Purchase of vehicle and equipment for the Columbia Wastewater Treatment Plant, Columbia Water Division, Columbia Wastewater Division, City of Columbia Fire Department and the Columbia Public Works Division, as requested by the Fleet Services Division.

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

| Item                 | Vehicle                                                       | Department                          | Price               | Funding Source                                 |
|----------------------|---------------------------------------------------------------|-------------------------------------|---------------------|------------------------------------------------|
| a.                   | 1 – 2024 Ford F-250 Super Cab 4WD                             | Columbia Wastewater Treatment Plant | \$60,544.04         | Department Capital Water Division FY 2024-2025 |
| b.                   | 2 – 2024 Ford F-250 Crew Cab                                  | Columbia Wastewater Treatment Plant | \$123,634.71        | Department Capital Water Division FY 2024-2025 |
| c.                   | 4 – 2025 Chevrolet 2500 Crew Cab                              | Columbia Wastewater Treatment Plant | \$211,804.00        | Department Capital Water Division FY 2024-2025 |
| d.                   | 1 – 2023 Ford F-550 Diesel with Mounted Multi Skid on 84" Cab | Columbia Wastewater Division        | \$185,000.00        | Department Capital Water Division FY 2024-2025 |
| <b>Total Amount:</b> |                                                               |                                     | <b>\$580,982.75</b> |                                                |

This purchase utilizes State Contract and cooperative purchase agreements for vehicle and equipment. Items (b, c, f, g, i, and j) are vehicles and equipment that is capital replacements and funded from the Capital Replacement Program for FY24/25. Items (a, d, e, and h) are vehicles and equipment that are capital replacements and funded from the department's operating budget capital for FY24/25.

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

### **\*Capital Lease Purchase Program**

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

The Capital Lease Program has typically been a 7 year lease and the annual lease payment is included in the General Fund Budget. The issuance of \$15,000,000 is based upon the replacement schedule for the year and the capacity of the General Fund for the lease payment.

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









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

Quote

|                                |                                         |                     |                 |                                         |
|--------------------------------|-----------------------------------------|---------------------|-----------------|-----------------------------------------|
| PHONE (800) ALANJAY (252-6529) |                                         | DIRECT 863-402-4216 | WWW.ALANJAY.COM | 56482-1                                 |
| Corporate Office               | 2003 U.S. 27 South<br>Sebring, FL 33870 | MOBILE 904-505-9682 | Mailing Address | P.O. BOX 9200<br>Sebring, FL 33871-9200 |
|                                |                                         | FAX 863-402-4221    |                 |                                         |

ORIGINAL QUOTE DATE  
8/8/2024

## PRICE QUOTE FORM

REVISED QUOTE DATE  
8/8/2024

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

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

|                                                            |          |      |             |
|------------------------------------------------------------|----------|------|-------------|
| MODEL                                                      | X2B 600A | MSRP | \$53,010.00 |
| 2024 FORD F-250 SUPER CAB PICKUP 4WD GAS 164" WB XL 8' BED |          |      |             |

### CUSTOMER ID

GOVERNMENT PRICE \$46,434.00

|            |        |
|------------|--------|
| BED LENGTH | 8' Bed |
|------------|--------|

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

| FACTORY OPTIONS | DESCRIPTION                                           |            |
|-----------------|-------------------------------------------------------|------------|
| 99A             | Engine: 6.8L 2V DEVCT NA PFI V8 Gas                   | \$0.00     |
| 44F             | Transmission: TorqShift-G 10-Speed Automatic          | \$0.00     |
| Z1              | Oxford White                                          | \$0.00     |
| AS              | Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat | \$0.00     |
| 153             | OPTIONS Front License Plate Bracket                   | \$0.00     |
| 18B             | Platform Running Boards                               | \$0.00     |
| 512             | Spare Tire, Wheel, Carrier & Jack                     | \$0.00     |
| 600A            | Order Code 600A                                       | \$0.00     |
| 64A             | Wheels: 17" Argent Painted Steel                      | \$0.00     |
| 66D             | Pickup Box Delete                                     | \$0.00     |
| 66S             | Upfitter Switches (6)                                 | \$0.00     |
| 67D             | 190 Amp Alternator                                    | \$0.00     |
| TD8             | Tires: LT245/75R17E BSW A/S                           | \$0.00     |
| X3E             | Electronic-Locking w/3.73 Axle Ratio                  | \$0.00     |
|                 | GVWR: 9,900 lbs                                       | \$0.00     |
| DMU             | Dealer Markup                                         | \$2,786.04 |

FACTORY OPTIONS \$2,786.04

| AFTERMARKET OPTIONS | DESCRIPTION                                                                                                        |             |
|---------------------|--------------------------------------------------------------------------------------------------------------------|-------------|
| SC CD FEE           | COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.                                                | \$636.00    |
| LT 696              | Knapheide 8' SRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.) | \$10,383.00 |
| LT 7/4 WIRE         | 7 way flat camper trailer wiring with 4 prong flat                                                                 | \$120.00    |
| LT CAMERA INSTALL   | INSTALL FACTORY ORDERED/OEM CAMERA IN REAR BUMPER IF EQUIPED                                                       | \$185.00    |

AFTERMARKET OPTIONS \$11,324.00



PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

TRADE IN

TOTAL COST \$60,544.04

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

TOTAL COST LESS TRADE IN(S) QTY 1 \$60,544.04

Estimated Annual payments for 60 months paid in advance: \$13,920.33

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER [matt.forte@alanjay.com](mailto:matt.forte@alanjay.com)

"I Want to be Your Fleet Provider"

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



# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

## Window Sticker

### SUMMARY

|                                                                     |                  |
|---------------------------------------------------------------------|------------------|
| [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box | MSRP:\$50,305.00 |
| Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat      |                  |
| Exterior 1:Oxford White                                             |                  |
| Exterior 2:No color has been selected.                              |                  |
| Engine: 6.8L 2V DEVCT NA PFI V8 Gas                                 |                  |
| Transmission: TorqShift-G 10-Speed Automatic                        |                  |

### OPTIONS

| CODE           | MODEL                                                               | MSRP        |
|----------------|---------------------------------------------------------------------|-------------|
| X2B            | [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box | \$50,305.00 |
| <b>OPTIONS</b> |                                                                     |             |
| 153            | Front License Plate Bracket                                         | \$0.00      |
| 18B            | Platform Running Boards                                             | \$445.00    |
| 44F            | Transmission: TorqShift-G 10-Speed Automatic                        | \$0.00      |
| 512            | Spare Tire, Wheel, Carrier & Jack                                   | \$295.00    |
| 600A           | Order Code 600A                                                     | \$0.00      |

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 Data Version: 23139. Data Updated: Aug 7, 2024 6:42:00 PM PDT.



# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

|                    |                                                       |                    |
|--------------------|-------------------------------------------------------|--------------------|
| 64A                | Wheels: 17" Argent Painted Steel                      | \$0.00             |
| 66D                | Pickup Box Delete                                     | (\$625.00)         |
| 66S                | Upfitter Switches (6)                                 | \$165.00           |
| 67D                | 190 Amp Alternator                                    | \$0.00             |
| 99A                | Engine: 6.8L 2V DEVCT NA PFI V8 Gas                   | \$0.00             |
| AS                 | Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat | \$0.00             |
| TD8                | Tires: LT245/75Rx17E BSW A/S                          | \$0.00             |
| X3E                | Electronic-Locking w/3.73 Axle Ratio                  | \$430.00           |
| Z1                 | Oxford White                                          | \$0.00             |
| —                  | GVWR: 9,900 lbs                                       | Inc.               |
| <b>SUBTOTAL</b>    |                                                       | <b>\$51,015.00</b> |
| Adjustments Total  |                                                       | \$0.00             |
| Destination Charge |                                                       | \$1,995.00         |
| <b>TOTAL PRICE</b> |                                                       | <b>\$53,010.00</b> |

## FUEL ECONOMY

Est City:N/A  
 Est Highway:N/A  
 Est Highway Cruising Range:N/A

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## Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

### Standard Equipment

#### Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)

Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)

3.73 Axle Ratio (STD)

GVWR: 10,000 lb Payload Package

50-State Emissions System

Transmission w/Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

160 Amp Alternator

Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control

Trailer Wiring Harness

3457# Maximum Payload

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

#### Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)

Tires: LT245/75R17E BSW A/S -inc: Spare may not be the same as road tire (STD)

Regular Box Style

Steel Spare Wheel

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## Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

### Exterior

Full-Size Spare Tire Stored Underbody w/Crankdown  
 Clearcoat Paint  
 Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks  
 Black Rear Step Bumper  
 Black Side Windows Trim and Black Front Windshield Trim  
 Black Door Handles  
 Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator  
 Manual Extendable Trailer Style Mirrors  
 Fixed Rear Window  
 Light Tinted Glass  
 Variable Intermittent Wipers  
 Aluminum Panels  
 Black Grille  
 Tailgate Rear Cargo Access  
 Reverse Opening Rear Doors  
 Tailgate/Rear Door Lock Included w/Power Door Locks  
 Boxside Steps  
 Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off  
 Cargo Lamp w/High Mount Stop Light  
 Perimeter/Approach Lights

### Entertainment

Radio w/Seek-Scan, Clock and Speed Compensated Volume Control  
 Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers  
 Fixed Antenna  
 SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual  
 Wireless Phone Connectivity  
 2 LCD Monitors In The Front

### Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

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## Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

### Interior

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement  
 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat  
 Manual Tilt/Telescoping Steering Column  
 Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer  
 Power Rear Windows  
 FordPass Connect 5G Mobile Hotspot Internet Access  
 Front Cupholder  
 Rear Cupholder  
 Compass  
 Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button  
 Cruise Control w/Steering Wheel Controls  
 Manual Air Conditioning  
 HVAC -inc: Underseat Ducts  
 Illuminated Locking Glove Box  
 Interior Trim -inc: Chrome Interior Accents  
 Full Cloth Headliner  
 Urethane Gear Shifter Material  
 HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar  
 Day-Night Rearview Mirror  
 Passenger Visor Vanity Mirror  
 Full Overhead Console w/Storage and 2 12V DC Power Outlets  
 Front Map Lights  
 Fade-To-Off Interior Lighting  
 Full Vinyl/Rubber Floor Covering  
 Pickup Cargo Box Lights  
 Smart Device Remote Engine Start  
 Smart Device Integration  
 Instrument Panel Covered Bin and Dashboard Storage  
 Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

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Data Version: 23139. Data Updated: Aug 7, 2024 6:42:00 PM PDT.



## Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

### Interior

Delayed Accessory Power  
 Power Door Locks  
 Driver Information Center  
 Trip Computer  
 Outside Temp Gauge  
 Digital/Analog Appearance  
 Seats w/Vinyl Back Material  
 Front Center Armrest w/Storage  
 Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints  
 Securilock Anti-Theft Ignition (pats) Immobilizer  
 2 12V DC Power Outlets  
 Air Filtration

### Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)  
 ABS And Driveline Traction Control

### Safety-Exterior

Side Impact Beams

### Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags  
 Emergency Sps  
 Tire Specific Low Tire Pressure Warning  
 Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch  
 Safety Canopy System Curtain 1st And 2nd Row Airbags  
 Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters  
 Back-Up Camera

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## Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (  Complete )

### WARRANTY

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Corrosion Years: 5  
Corrosion Miles/km: Unlimited  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000

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Data Version: 23139. Data Updated: Aug 7, 2024 6:42:00 PM PDT.



Prepared for: , City Of Columbia

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

VIN: 1FT7X2BA2REE60692 | Price Level: 425 | Stock No: FH0692

---



**Client Proposal**

Prepared by:

Adam Milner

Office: 828-458-1904

Email: [amilner@parksautogroup.com](mailto:amilner@parksautogroup.com)

Quote ID: 0919202415

Date: 09/23/2024



Parks Ford | 601 Duncan Hill Rd., Hendersonville, North Carolina, 287922722

Office: 828-603-4281

**Packet Pg. 124**



**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**Price Level: 425 | Stock No: FH0692 | VIN: 1FT7X2BA2REE60692 | Quote ID: 0919202415

---

**, City Of Columbia****Re: Quote ID 0919202415 09/23/2024**

---

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the South Carolina Division of Procurement Service Program. Contract # 4400035157

Sincerely,

**Adam Milner**

828-458-1904

amilner@parksautogroup.com

**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Stock No: FH0692 | VIN: 1FT7X2BA2REE60692 | Quote ID: 0919202415

**As Configured Vehicle**

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | MSRP        |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Base Vehicle</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| X2B                          | Base Vehicle Price (X2B)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$50,305.00 |
| <b>Packages</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| 600A                         | <b>Order Code 600A</b><br><i>Includes:</i><br>- Engine: 6.8L 2V DEVCT NA PFI V8 Gas<br>Flex fuel.<br>- Transmission: TorqShift-G 10-Speed Automatic<br>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.<br>- GVWR: 10,000 lb Payload Package<br>- Wheels: 17" Argent Painted Steel<br>Includes painted hub covers/center ornaments.<br>- HD Vinyl 40/20/40 Split Bench Seat<br>Includes center armrest, cupholder, storage and driver's side manual lumbar.<br>- Radio: AM/FM Stereo w/MP3 Player<br>Includes 6 speakers.<br>- SYNC 4<br>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual. | N/C         |
| <b>Powertrain</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| 99A                          | <b>Engine: 6.8L 2V DEVCT NA PFI V8 Gas</b><br><i>Flex fuel.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included    |
| 44F                          | <b>Transmission: TorqShift-G 10-Speed Automatic</b><br><i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Included    |
| X3E                          | <b>Electronic-Locking w/3.73 Axle Ratio</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$430.00    |
| STDGV                        | <b>GVWR: 10,000 lb Payload Package</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Included    |
| <b>Wheels &amp; Tires</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| TBM                          | <b>Tires: LT245/75Rx17E BSW A/T</b><br><i>Spare may not be the same as road tire.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$165.00    |
| 64A                          | <b>Wheels: 17" Argent Painted Steel</b><br><i>Includes painted hub covers/center ornaments.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included    |
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| A                            | <b>HD Vinyl 40/20/40 Split Bench Seat</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Included    |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Stock No: FH0692 | VIN: 1FT7X2BA2REE60692 | Quote ID: 0919202415

**As Configured Vehicle (cont'd)**

| Code | Description | MSRP |
|------|-------------|------|
|------|-------------|------|

*Includes center armrest, cupholder, storage and driver's side manual lumbar.*

**Other Options**

|       |                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 164WB | 164" Wheelbase                                                                                                                                                                                                                                                                                                                                                                                                       | STD      |
| PAINT | Monotone Paint Application                                                                                                                                                                                                                                                                                                                                                                                           | STD      |
| STDRD | Radio: AM/FM Stereo w/MP3 Player<br><i>Includes 6 speakers.</i>                                                                                                                                                                                                                                                                                                                                                      | Included |
|       | <i>Includes:</i><br>- SYNC 4<br><i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>                                                                                                                                                      |          |
| 17X   | FX4 Off-Road Package<br><i>Includes:</i><br>- Hill Descent Control<br>- Off-Road Specifically Tuned Shock Absorbers<br><i>Includes front/rear.</i><br>- Transfer Case & Fuel Tank Skid Plates<br>- Unique FX4 Off-Road Box Decal                                                                                                                                                                                     | \$495.00 |
| 473   | Snow Plow Prep Package<br><i>Includes computer selected springs for snowplow application. Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see body builders layout book for details.</i> | \$250.00 |
| 67E   | 250 Amp Alternator (Gas)                                                                                                                                                                                                                                                                                                                                                                                             | \$85.00  |
| 18B   | Platform Running Boards                                                                                                                                                                                                                                                                                                                                                                                              | \$445.00 |
| 66S   | Upfitter Switches (6)<br><i>Located in overhead console.</i>                                                                                                                                                                                                                                                                                                                                                         | \$165.00 |
| 91S   | Amber 360 Degree LED Warn<br>Strobes (Pre-Installed)<br><i>Includes dual beacon.</i>                                                                                                                                                                                                                                                                                                                                 | \$650.00 |
| 153   | Front License Plate Bracket<br><i>Standard in states requiring 2 license plates and optional to all others.</i>                                                                                                                                                                                                                                                                                                      | N/C      |

**Fleet Options**

|        |                                                                           |     |
|--------|---------------------------------------------------------------------------|-----|
| WARANT | Fleet Customer Powertrain Limited<br>Warranty<br>Requires valid FIN code. | N/C |
|--------|---------------------------------------------------------------------------|-----|

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**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Stock No: FH0692 | VIN: 1FT7X2BA2REE60692 | Quote ID: 0919202415

**As Configured Vehicle (cont'd)**

| Code               | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | MSRP        |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|                    | Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle. |             |
| Emissions          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |
| 425                | 50-State Emissions System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | STD         |
| Exterior Color     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |
| Z1_01              | Oxford White                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | N/C         |
| Interior Color     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |
| AS_03              | Medium Dark Slate w/HD Vinyl<br>40/20/40 Split Bench Seat                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/C         |
| Upfit Options      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |
| LIGHTBAR           | 54" Amber / White Lightbar                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$3,496.00  |
| STROBES            | CORNER STROBES<br>4 CORNER STROBES<br>AMBER / CLEAR<br>TWO ON FRONT GRILL<br>2 REAR FACING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$1,223.00  |
| SUBTOTAL           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$57,709.00 |
| Destination Charge |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$1,995.00  |
| TOTAL              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$59,704.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Prepared for:**

City Of Columbia  
Prepared by: Adam Milner  
09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Stock No: FH0692 | VIN: 1FT7X2BA2REE60692 | Quote ID: 0919202415

**Pricing Summary - Single Vehicle**

**MSRP**

|                        |             |
|------------------------|-------------|
| <i>Vehicle Pricing</i> | \$59,704.00 |
| <b>Subtotal</b>        | \$59,704.00 |

*Pre-Tax Adjustments*

| <b>Code</b>  | <b>Description</b> | <b>MSRP</b> |
|--------------|--------------------|-------------|
| GPC          | GOVERNMENT GPC     | -\$1,000.00 |
| DISCOUNT     | DEALER DISCOUNT    | -\$2,493.32 |
| <b>Total</b> |                    | \$56,210.68 |

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: , City Of Columbia

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

VIN: 1FD7X2BA0RED78973 | Price Level: 425 | Stock No: FH8973

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**Client Proposal**

Prepared by:

Adam Milner

Office: 828-458-1904

Email: [amilner@parksautogroup.com](mailto:amilner@parksautogroup.com)

Quote ID: 0919202410

Date: 09/23/2024



Parks Ford | 601 Duncan Hill Rd., Hendersonville, North Carolina, 287922722

Office: 828-603-4281

**Packet Pg. 130**



**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**Price Level: 425 | Stock No: FH8973 | VIN: 1FD7X2BA0RED78973 | Quote ID: 0919202410

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**, City Of Columbia****Re: Quote ID 0919202410 09/23/2024**

---

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the South Carolina Division of Procurement Service Program. Contract # 4400035157

Sincerely,

**Adam Milner**

828-458-1904

amilner@parksautogroup.com

**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Stock No: FH8973 | VIN: 1FD7X2BA0RED78973 | Quote ID: 0919202410

**As Configured Vehicle**

| Code                      | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MSRP        |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Base Vehicle</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |
| X2B                       | Base Vehicle Price (X2B)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$50,305.00 |
| <b>Packages</b>           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |
| 600A                      | <b>Order Code 600A</b><br><i>Includes:</i><br>- Engine: 6.8L 2V DEVCT NA PFI V8 Gas<br>Flex fuel.<br>- Transmission: TorqShift-G 10-Speed Automatic<br>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.<br>- Tires: LT245/75Rx17E BSW A/S<br>Spare may not be the same as road tire.<br>- Wheels: 17" Argent Painted Steel<br>Includes painted hub covers/center ornaments.<br>- HD Vinyl 40/20/40 Split Bench Seat<br>Includes center armrest, cupholder, storage and driver's side manual lumbar.<br>- Radio: AM/FM Stereo w/MP3 Player<br>Includes 6 speakers.<br>- SYNC 4<br>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual. | N/C         |
| <b>Powertrain</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |
| 99A                       | <b>Engine: 6.8L 2V DEVCT NA PFI V8</b><br><b>Gas</b><br><i>Flex fuel.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Included    |
| 44F                       | <b>Transmission: TorqShift-G 10-Speed</b><br><b>Automatic</b><br><i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Included    |
| X3E                       | <b>Electronic-Locking w/3.73 Axle Ratio</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$430.00    |
| NONGV                     | <b>GVWR: 9,900 lbs</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Included    |
| <b>Wheels &amp; Tires</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |
| TD8                       | <b>Tires: LT245/75Rx17E BSW A/S</b><br><i>Spare may not be the same as road tire.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Included    |
| 64A                       | <b>Wheels: 17" Argent Painted Steel</b><br><i>Includes painted hub covers/center ornaments.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included    |
| 512                       | <b>Spare Tire, Wheel, Carrier &amp; Jack</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$295.00    |

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**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Stock No: FH8973 | VIN: 1FD7X2BA0RED78973 | Quote ID: 0919202410

**As Configured Vehicle (cont'd)**

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | MSRP      |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |
| A                            | <b>HD Vinyl 40/20/40 Split Bench Seat</b><br><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Included  |
| <b>Other Options</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |
| 164WB                        | 164" Wheelbase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | STD       |
| PAINT                        | Monotone Paint Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | STD       |
| STDRD                        | <b>Radio: AM/FM Stereo w/MP3 Player</b><br><i>Includes 6 speakers.</i><br><br><i>Includes:</i><br>- SYNC 4<br><i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included  |
| 96V                          | <b>XL Chrome Package</b><br><i>Includes 4 pickup box tie-down plates.</i><br><br><i>Includes:</i><br>- Bright Chrome Hub Covers & Center Ornaments<br>- Chrome Front Bumper<br>- Chrome Rear Step Bumper<br>- Halogen Fog Lamps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$225.00  |
| 473                          | <b>Snow Plow Prep Package</b><br><i>Includes computer selected springs for snowplow application. Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see body builders layout book for details.</i><br><br><i>Includes:</i><br>- 190 Amp Alternator                                                                                                                                                                                                                                                                                                                                                                         | \$250.00  |
| 66D                          | <b>Pickup Box Delete</b><br><i>Includes rear view camera and prep kit. Deletes tailgate, tie down hooks, rearview camera and 7/4 pin connector. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford incomplete vehicle manual and the Ford truck body builder's layout book (and applicable supplements).</i><br><br><i>Includes:</i><br>- Rear Bumper Delete<br>- Spare Tire, Wheel, Jack & Tire Carrier Delete<br>- GVWR: 9,900 lbs<br><br><i>The selection of 66D Pickup Box Delete adjusts the curb weight, but does not modify the payload. For payload information, contact your upfitter (final stage manufacture) or review the Body Builder Advisory Service (BBAS) website (www.fordbbas.com).</i> | -\$625.00 |
| 86M                          | Dual 68 AH/65 AGM Batteries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$210.00  |

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**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Stock No: FH8973 | VIN: 1FD7X2BA0RED78973 | Quote ID: 0919202410

**As Configured Vehicle (cont'd)**

| Code | Description                                                                                                     | MSRP     |
|------|-----------------------------------------------------------------------------------------------------------------|----------|
| 67D  | 190 Amp Alternator                                                                                              | Included |
| 67B  | 410 Amp Dual Alternators<br><i>Includes 250 Amp + 160 Amp.</i>                                                  | \$115.00 |
| 18B  | Platform Running Boards                                                                                         | \$445.00 |
| 592  | LED Roof Clearance Lights                                                                                       | \$95.00  |
| 43C  | 120V/400W Outlet<br><i>Includes 1 in-dash mounted outlet.</i>                                                   | \$175.00 |
| 153  | Front License Plate Bracket<br><i>Standard in states requiring 2 license plates and optional to all others.</i> | N/C      |

**Fleet Options**

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| WARANT | Fleet Customer Powertrain Limited<br>Warranty<br><br>Requires valid FIN code.<br><br><i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i> | N/C |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|

**Emissions**

|     |                           |     |
|-----|---------------------------|-----|
| 425 | 50-State Emissions System | STD |
|-----|---------------------------|-----|

**Exterior Color**

|       |              |     |
|-------|--------------|-----|
| Z1_01 | Oxford White | N/C |
|-------|--------------|-----|

**Interior Color**

|       |                                                           |     |
|-------|-----------------------------------------------------------|-----|
| AS_03 | Medium Dark Slate w/HD Vinyl<br>40/20/40 Split Bench Seat | N/C |
|-------|-----------------------------------------------------------|-----|

**Upfit Options**

|          |                            |            |
|----------|----------------------------|------------|
| LIGHTBAR | 54" Amber / White Lightbar | \$3,496.00 |
| STROBES  | CORNER STROBES             | \$1,223.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Stock No: FH8973 | VIN: 1FD7X2BA0RED78973 | Quote ID: 0919202410

**As Configured Vehicle (cont'd)**

| <b>Code</b>               | <b>Description</b>                                                                                                                                                                                                                             | <b>MSRP</b>        |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|                           | <i>4 CORNER STROBES<br/>           AMBER / CLEAR<br/>           TWO ON FRONT GRILL<br/>           2 REAR FACING</i>                                                                                                                            |                    |
| LB00100368-B              | <b>8' ROYAL SERVICE BODY</b><br><br><i>8' ROYAL SERVICE BODY<br/>           WHITE FLIP TOP BODY<br/>           MASTER LOCKING SYSTEM<br/>           REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS<br/>           4 TIE DOWNS IN BED AREA</i> | \$10,651.00        |
| <b>SUBTOTAL</b>           |                                                                                                                                                                                                                                                | <b>\$67,290.00</b> |
| <b>Destination Charge</b> |                                                                                                                                                                                                                                                | <b>\$1,995.00</b>  |
| <b>TOTAL</b>              |                                                                                                                                                                                                                                                | <b>\$69,285.00</b> |

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**Prepared for:**

City Of Columbia

Prepared by: Adam Milner

09/23/2024

Parks Ford | 601 Duncan Hill Rd. Hendersonville North Carolina | 287922722

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Stock No: FH8973 | VIN: 1FD7X2BA0RED78973 | Quote ID: 0919202410

# Pricing Summary - Single Vehicle

**MSRP**

|                        |             |
|------------------------|-------------|
| <i>Vehicle Pricing</i> | \$69,285.00 |
| <b>Subtotal</b>        | \$69,285.00 |

*Pre-Tax Adjustments*

| <b>Code</b>  | <b>Description</b> | <b>MSRP</b> |
|--------------|--------------------|-------------|
| GPC          | GOVERNMENT GPC     | -\$1,000.00 |
| DISCOUNT     | DEALER DISCOUNT    | -\$1,860.97 |
| <b>Total</b> |                    | \$66,424.03 |

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





1051 Asheville Hwy, Spartanburg, SC 29303

# CONTRACT TO PURCHASE

12.e

|             |               |
|-------------|---------------|
| Stock No.   |               |
| Salesperson | Steve Plowman |
| Date        | 10/09/24      |
| Del Date    |               |
| Invoice #   |               |



|          |                     |       |              |        |              |     |       |
|----------|---------------------|-------|--------------|--------|--------------|-----|-------|
| Customer | City Of Columbia    |       |              | E-Mail |              |     |       |
| Street   | 2910 Colonial Drive | City  | Columbia     | State  | SC           | Zip | 29203 |
| Contact  | Billy Bowers        | Phone | 803-545-3811 | Cell   | 803-530-2635 | Fax |       |

|            |                |        |                   |          |         |
|------------|----------------|--------|-------------------|----------|---------|
| PO #       | Year/Make      | FAN    | Model/description | New/Used | Mileage |
|            | 2025 Chevrolet |        | 2500 crew 4x4     | NEW      |         |
| GVW Rating | Cyl            | Engine | VIN               |          |         |

## TRADE-IN INFORMATION

|            |         |       |     |
|------------|---------|-------|-----|
| Make/model | Color   | Year  | Eng |
| VIN        | Mileage | Notes |     |

## TRANSACTION

|       |                                          |                                  |              |
|-------|------------------------------------------|----------------------------------|--------------|
| Items | 2025 Chevrolet 2500 CREW CAB WT 4X4      | MSRP                             | \$54,580.00  |
| Added | 2025 CHEVROLET 2500 CREW CAB 4X4         | MSRP                             | \$54,580.00  |
|       | 2025 CHEVROLET 2500 CREW CAB 4X4         | MSRP                             | \$54,580.00  |
|       | 2025 CHEVROLET 2500 CREW CAB 4X4         | MSRP                             | \$54,580.00  |
|       | 2 FRONT AND 2 REAR AMBER / WHITE WARNING | x 4 TRUCKS                       | \$3,900.00   |
|       |                                          | MSRP                             | \$218,320.00 |
|       |                                          | Parks Government Discount SC     | \$10,916.00  |
|       |                                          | Warning Lights Accessories       | \$3,900.00   |
|       |                                          | 1. Total Price                   | \$211,304.00 |
|       |                                          | 2. Trade-In Allowance            |              |
|       |                                          | 3. Net Trade Difference          |              |
|       |                                          | 4. Other-DOC fee                 |              |
|       |                                          | 5. Taxable sub-total             |              |
|       |                                          | 6. Sales tax                     |              |
|       |                                          | 7. Invoicing and Services        |              |
|       |                                          | 8. Registration and Title Fees   |              |
|       |                                          | 9. Sub-Total                     |              |
|       |                                          | 10. Amount Owed On Trade         |              |
|       |                                          | 11. Less GM Incentives / Rebates |              |
|       |                                          | 12. Less Deposit / Down Payment  |              |
|       |                                          | 13. Final Amount Due / Financed  | \$211,304.00 |

## USED VEHICLE DISCLAIMER: AS IS

Parks Chevrolet, Inc hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from selling dealer any consequential damages, damages to property, damages for loss of use, damages for loss of time, loss of profits, or income, or any other incidental damages.

The information on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in contract sale.

Customer Signature

Date

Buyer

Accepted By

Date



SC Contract #: 4400035156

**Packet Pg. 138**



## Vehicle Locator

### Dealer Information

**PARKS CHEVROLET**  
**15235 STATESVILLE ROAD**  
**HUNTERSVILLE, NC 28078**

1GC4KLE73SF118417

Model Year: 2025

Make: Chevrolet

Model: 2500HD Silverado

LWB, 4WD, Crew Cab-CK20943

PEG: Work Truck Preferred Equipment Group-1WT

Primary Color: Summit White-GAZ

Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G

Engine: Engine: 6.6L, V-8, SIDI-L8T

Transmission: 10-Speed Automatic-MKM

Event Code: 5000-Delivered to Dealer

Order #: DQJZMC

MSRP: \$54,580.00

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

### Additional Vehicle Information

SOLD PLOWMAN 10/7

### Vehicle Options

#### Chargeable Options

1WT Convenience 1 Package-PCV

MSRP

\$785.00

#### No Cost Options

10-Speed Automatic-MKM

Engine: 6.6L, V-8, SIDI-L8T

Federal Emissions-FE9

GVW Rating 10,650 Lbs-JGF

Rear Axle: 3.73 Ratio-GT4

Wheels: 17" Steel, Painted-PYN

#### Other Options

1WT-Vinyl, Jet Black, Interior Trim-H2G

Auto Locking Differential, Rear-G80

Chevrolet Infotainment, 7" Color Screen-IOR

Cruise Control-K34

Durabed-E63

Following Distance Indicator-UE4

Headlamps, Intellibeam-TQ5

Integrated Trailer Brake Controller-JL1

Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator-DBG

Recovery Hooks-V76

Sensor, Forward Collision Alert-UEU

Spare Tire Lock-SAF

Summit White-GAZ

Tire, Spare: LT245/75 R17 All Season, Blackwall-ZHQ

Trailer Package-Z82

Transmission Cooling System-KNP

Alternator, 170 AMP-KW7

Automatic Emergency Braking-UHY

Cooler, Engine Oil-KC4

Defogger, Rear Window, Electric-C49

Floor Covering: Rubberized Vinyl, Black-BG9

Glass, Deep Tinted-AKO

Heavy Duty Air Filter-K47

Keyless Remote Entry-AQQ

OnStar Communication System-UE1

Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3

Sensor, Front Pedestrian Braking-UKJ

Standard Tailgate-QK1

Tailgate Function--EZ Lift, Power Lock & Release-QT5

Tires: LT245/75 R17E All Season, Blackwall-QHQ

Transfer Case: w/ Rotary Dial Control, Electronic Shift-NQF

Work Truck Preferred Equipment Group-1WT



## Vehicle Locator

### Dealer Information

**PARKS CHEVROLET**  
**15235 STATESVILLE ROAD**  
**HUNTERVILLE, NC 28078**

1GC4KLE76SF118279

Model Year: 2025

Make: Chevrolet

Model: 2500HD Silverado

LWB, 4WD, Crew Cab-CK20943

PEG: Work Truck Preferred Equipment Group-1WT

Primary Color: Summit White-GAZ

Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G

Engine: Engine: 6.6L, V-8, SIDI-L8T

Transmission: 10-Speed Automatic-MKM

Event Code: 5000-Delivered to Dealer

Order #: DQJZK9

MSRP: \$54,580.00

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

### Additional Vehicle Information

SOLD PLOWMAN 10/7

### Vehicle Options

#### Chargeable Options

1WT Convenience 1 Package-PCV

MSRP

\$785.00

#### No Cost Options

10-Speed Automatic-MKM

Engine: 6.6L, V-8, SIDI-L8T

Federal Emissions-FE9

GVW Rating 10,650 Lbs-JGF

Rear Axle: 3.73 Ratio-GT4

Wheels: 17" Steel, Painted-PYN

#### Other Options

1WT-Vinyl, Jet Black, Interior Trim-H2G

Auto Locking Differential, Rear-G80

Chevrolet Infotainment, 7" Color Screen-IOR

Cruise Control-K34

Durabed-E63

Following Distance Indicator-UE4

Headlamps, Intellibeam-TQ5

Integrated Trailer Brake Controller-JL1

Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator-DBG

Recovery Hooks-V76

Sensor, Forward Collision Alert-UEU

Spare Tire Lock-SAF

Summit White-GAZ

Tire, Spare: LT245/75 R17 All Season, Blackwall-ZHQ

Trailer Package-Z82

Transmission Cooling System-KNP

Alternator, 170 AMP-KW7

Automatic Emergency Braking-UHY

Cooler, Engine Oil-KC4

Defogger, Rear Window, Electric-C49

Floor Covering: Rubberized Vinyl, Black-BG9

Glass, Deep Tinted-AKO

Heavy Duty Air Filter-K47

Keyless Remote Entry-AQQ

OnStar Communication System-UE1

Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3

Sensor, Front Pedestrian Braking-UKJ

Standard Tailgate-QK1

Tailgate Function--EZ Lift, Power Lock & Release-QT5

Tires: LT245/75 R17E All Season, Blackwall-QHQ

Transfer Case: w/ Rotary Dial Control, Electronic Shift-NQF

Work Truck Preferred Equipment Group-1WT





## Vehicle Locator

### Dealer Information

**PARKS CHEVROLET**  
15235 STATESVILLE ROAD  
HUNTERSVILLE, NC 28078

1G4KLE70SF118441

Model Year: 2025

Make: Chevrolet

Model: 2500HD Silverado

LWB, 4WD, Crew Cab-CK20943

PEG: Work Truck Preferred Equipment Group-1WT

Primary Color: Summit White-GAZ

Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G

Engine: Engine: 6.6L, V-8, SIDI-L8T

Transmission: 10-Speed Automatic-MKM

Event Code: 5000-Delivered to Dealer

Order #: DQJZMD

MSRP: \$54,580.00

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

### Additional Vehicle Information

SOLD PLOWMAN 10/7

### Vehicle Options

#### Chargeable Options

1WT Convenience 1 Package-PCV

MSRP

\$785.00

#### No Cost Options

10-Speed Automatic-MKM

Engine: 6.6L, V-8, SIDI-L8T

Federal Emissions-FE9

GVW Rating 10,650 Lbs-JGF

Rear Axle: 3.73 Ratio-GT4

Wheels: 17" Steel, Painted-PYN

#### Other Options

1WT-Vinyl, Jet Black, Interior Trim-H2G

Auto Locking Differential, Rear-G80

Chevrolet Infotainment, 7" Color Screen-IOR

Cruise Control-K34

Durabed-E63

Following Distance Indicator-UE4

Headlamps, Intellibeam-TQ5

Integrated Trailer Brake Controller-JL1

Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator-DBG

Recovery Hooks-V76

Sensor, Forward Collision Alert-UEU

Spare Tire Lock-SAF

Summit White-GAZ

Tire, Spare: LT245/75 R17 All Season, Blackwall-ZHQ

Trailer Package-Z82

Transmission Cooling System-KNP

Alternator, 170 AMP-KW7

Automatic Emergency Braking-UHY

Cooler, Engine Oil-KC4

Defogger, Rear Window, Electric-C49

Floor Covering: Rubberized Vinyl, Black-BG9

Glass, Deep Tinted-AKO

Heavy Duty Air Filter-K47

Keyless Remote Entry-AQQ

OnStar Communication System-UE1

Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3

Sensor, Front Pedestrian Braking-UKJ

Standard Tailgate-QK1

Tailgate Function--EZ Lift, Power Lock & Release-QT5

Tires: LT245/75 R17E All Season, Blackwall-QHQ

Transfer Case: w/ Rotary Dial Control, Electronic Shift-NQF

Work Truck Preferred Equipment Group-1WT



## Vehicle Locator

### Dealer Information

**PARKS CHEVROLET**  
15235 STATESVILLE ROAD  
HUNTERSVILLE, NC 28078

1GC4KLE70SF118696

Model Year: 2025

Make: Chevrolet

Model: 2500HD Silverado

LWB, 4WD, Crew Cab-CK20943

PEG: Work Truck Preferred Equipment Group-1WT

Primary Color: Summit White-GAZ

Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G

Engine: Engine: 6.6L, V-8, SIDI-L8T

Transmission: 10-Speed Automatic-MKM

Event Code: 5000-Delivered to Dealer

Order #: DQJZMH

MSRP: \$54,580.00

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

### Additional Vehicle Information

SOLD PLOWMAN 10/7

### Vehicle Options

#### Chargeable Options

1WT Convenience 1 Package-PCV

MSRP

\$785.00

#### No Cost Options

10-Speed Automatic-MKM

Engine: 6.6L, V-8, SIDI-L8T

Federal Emissions-FE9

GVW Rating 10,650 Lbs-JGF

Rear Axle: 3.73 Ratio-GT4

Wheels: 17" Steel, Painted-PYN

#### Other Options

1WT-Vinyl, Jet Black, Interior Trim-H2G

Auto Locking Differential, Rear-G80

Chevrolet Infotainment, 7" Color Screen-IOR

Cruise Control-K34

Durabed-E63

Following Distance Indicator-UE4

Headlamps, Intellibeam-TQ5

Integrated Trailer Brake Controller-JL1

Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator-DBG

Recovery Hooks-V76

Sensor, Forward Collision Alert-UEU

Spare Tire Lock-SAF

Summit White-GAZ

Tire, Spare: LT245/75 R17 All Season, Blackwall-ZHQ

Trailer Package-Z82

Transmission Cooling System-KNP

Alternator, 170 AMP-KW7

Automatic Emergency Braking-UHY

Cooler, Engine Oil-KC4

Defogger, Rear Window, Electric-C49

Floor Covering: Rubberized Vinyl, Black-BG9

Glass, Deep Tinted-AKO

Heavy Duty Air Filter-K47

Keyless Remote Entry-AQQ

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Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3

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Standard Tailgate-QK1

Tailgate Function--EZ Lift, Power Lock & Release-QT5

Tires: LT245/75 R17E All Season, Blackwall-QHQ

Transfer Case: w/ Rotary Dial Control, Electronic Shift-NQF

Work Truck Preferred Equipment Group-1WT





FLORIDA SHERIFFS  
ASSOCIATION



Sourcewell

**HGACBuy**  
THE SMART PURCHASING SOLUTION

**Date:** 09/19/2024

**Quoted To:**

City of Columbia Sewer Division  
Attn: Accounts Payable\*  
AccountsPayable@columbiasc.gov  
Columbia SC 29217

**Location:** SUMTER

**Quote Number:** Q01228

**Expiry Date:** 10/31/2024

**Salesperson:** KEITH WINDHAM

(803) 934-6349

keith@jet-vac.com

**Responsible:** HILARY HODGE

(803) 494-4430

hilary@jet-vac.com

**Attention:** Lance Rountree

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

DPK 750 TRUCK MOUNTED MULTI SKID ON 84" CAB MANUAL  
Stock Number: E003399 Machine Serial #: RC122008

108,861.26

**THIS UNIT INCLUDES:**

KUBOTA TIER 4 DIESEL ENGINE  
(MANUAL CONTROL)  
21 GAL ANTIFREEZE SYSTEM W/3 WAY VALVE  
(2) BLACK 375 LOAF TANK  
LED STROBE LIGHT  
LED LIGHT BAR  
FLOW CONTROL NEEDLE VALVE KIT  
WORKSTATION LIGHT KIT  
12 VOLT AUX OUTLET  
KUBOTA ENGINE MANUAL  
WATER SELECTOR VALVE W/SPEED CONTROL & DETENT  
JUMP JET PULSATION SYSTEM  
9" DRAIN JET EXTENSION  
2" TIGER TAIL W/RING AND ROPE  
10' LEADER HOSE  
2 1/2 HYDRANT FITTINGS  
(2) UNDERNEATH ALUM TOOLBOX 18X24X48  
COLOR: STANDARD HARBEN BLUE

\*\*\*\*\*

NCSA OPTIONS TOTALING \$9,426.67 INCLUDED IN TOTAL:

Hose 1/2" x 500FT x 5000psi Black TS  
JET DRAIN H.E. 6R 6 x 1.0MM (4018)

JET DRAIN H.E. 3R1F 2 x 1.3MM 1 x 1.4MM 0.9F (4018)  
 GUN MK2 SAFETY  
 JET SPRAYING SYSTEMS 1/4 MEG HARDEN S/S 1515 (FAN TIP FOR  
 DUMP GUN)  
 JET 1/4 MEG HARDEN S/S 0015 SPRAYING SYSTEMS (HIGH VELOCITY  
 TIP FOR DUMP GUN)  
 MINI HOSE REEL WITH ANGLE SWIVEL JOINT  
 MINI HOSE REEL MOUNTING TRAY (BLACK)  
 1/4" I.D. 200' MINI JET KIT (Includes Ball Jet and Hose)  
 MANHOLE LIGHT PACKAGE KIT  
 LED ARROW BOARD MOUNTED ASSEMBLY  
 Garden Hose Reel Plumbed for fill kit  
 HOSE FEED GUIDE ASSEMBLY WITH FOOTAGE COUNTER ( PAINTED  
 BLACK)  
 (10) PRESSURE DISC WHITE 4000

## FORD F-550 4X4 DIESEL CHASSIS

82,670.42

Stock Number: E003629 Machine Serial #: 1FDUF5HT9PED21555

### Additional Charges

NCSA 6% DISCOUNT

-5,966.08

NCSA 6% OPTIONS DISCOUNT

-565.60

### Comments

Contract: 24-08-0421R, Heavy Equipment

Group: Sewer Cleaners

Item: 2508, Harben, Truck Mounted, DPK 750 (Previously DPK  
375 (Manual))

\*\*\*\*\*

Beginning July 1, 2017, vehicles, trailers, semi-trailers  
and other items required to be registered with the SC DMV  
are exempt from the Max Tax Sales Tax and subject to the  
new Infrastructure Maintenance Fee instead. This fee is 5%  
of the gross sales price or \$500, whichever is less. This  
fee has NOT been collected for this sale, as it must be  
paid to SC DMV when the vehicle is registered.

**Selling Price:** 185,000.00

**Tax:**

**Net Selling Price:** 185,000.00

Accepted by:

Prepared by:



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve Contract Amendment #4 for Project SS7568; Saluda River Force Main Extension, as requested by Columbia Water on September 19, 2024. Award to Stantec Consulting Services, Inc., in the amount \$101,473.00. The current term of the contract ends on June 1, 2025. This firm is located in Columbia, SC.

**REQUISITION NO.:** R208166

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Water and Sewer Capital Projects - Saluda River Force Main Extension - Capital Project Costs (5529999-SS756801-658650). The current budget amount is \$1,807,976.00. The budget amount for this amendment is \$101,473.00. The total revised budget amount is \$1,909,449.00.

**BUSINESS PROGRAM:** Mentor Protege Program

**CLEAN WATER 2020?:** Yes

**FOCUS AREAS:** Built Infrastructure

**PURPOSE:**

This is a Mentor Protégé Program project. Stantec Consulting Services, Inc., is the mentor and will not be providing additional services under this amendment.

Chao & Associates, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide construction inspection services at 100% (\$101,473.00) of the amendment amount.

The purpose of this project is to extend the Saluda River Force Main across the Saluda River and upsize a portion of the gravity sewer downstream of the new force main outfall. Construction delays arising during Phase I tunnel construction have necessitated that additional funding be allocated to construction inspection.

**ATTACHMENTS:**

- **#a:** SS7568 Saluda FM Ext. \_ CC Request Approval Memo CA#4 Stantec (PDF)
- **#b:** PO Mod signed off \_ SS7568 Saluda River FM Ext. - CA#4 \_ Stantec P187179 C000249 (PDF)
- **#c:** CA#4 SS7568 Saluda FM Ext. \_ Stantec (PDF)
- **#d:** SS7568 CA#4 IPA MPP OBO Executed Chao signed (PDF)
- **#e:** SS7568 Location Map (PDF)



We Are Columbia

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

**FROM:** Mr. Clint Shealy, Assistant City Manager, Columbia Water  
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer  
ACM for the Department of Procurement and Contracts

**DATE:** November 19, 2024

**Subject:** Recommendation for Approval  
Amendment No. 4 – Stantec Consulting Services, Inc.  
SS7568 – Saluda River Force Main Extension

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The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 4 with Stantec Consulting Services, Inc. to provide funding for additional length of construction inspection services, arising due to construction delays. The amount of Contract Amendment No. 4 is \$101,473.00

The purpose of this project is to extend the Saluda River Force Main across the Saluda River and upsize a portion of the gravity sewer downstream of the new force main outfall.

This Project is a Clean Water 2020 project with Consent Decree clauses with no Liquidated Damages.

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

**Contract Amendment #4**

13.c

SS7568 Saluda River Force Main Extension

RFQ011-16-17-NMJ

Stantec Consulting Services, Incorporated

September 26, 2024

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Stantec Consulting Services, Incorporated (Engineer) executed December 3, 2020 (Agreement) to provide funding for unforeseen circumstance delays due to rock conditions.

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

Current and Proposed Change and Basis for Payment:

|                                                                                                     |                       |
|-----------------------------------------------------------------------------------------------------|-----------------------|
| Original Contract Amount (Term December 11, 2020 – June 10, 2023; Purchase Order# P187179):         | \$446,350.00          |
| Contract Amendment #1 (Cost Increase/Addition; Purchase Order# P187179):                            | \$92,595.00           |
| Contract Amendment #2 (Time Extension from June 11, 2023 to June 1, 2025; Purchase Order# P187179): | \$00.00               |
| Contract Amendment #3 (Contract Increase/Addition; Purchase Order# P187179):                        | \$1,269,031.00        |
| <b>Current Contract Total:</b>                                                                      | <b>\$1,807,976.00</b> |
| <b>This Contract Amendment #4 (Contract Increase/Addition; Purchase Order# P187179):</b>            | <b>\$101,473.00</b>   |
| <b>Revised Contract Amount:</b>                                                                     | <b>\$1,909,449.00</b> |

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

Stantec Consulting Services, Incorporated

**City of Columbia**

Office of the City Manager

*Martin Deng, Business Center*  
 Print Name *Practica leader*

Teresa Wilson, City Manager

*Martin Deng*  
 Signature

\_\_\_\_\_  
 Signature

10/23/2024  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Witness

APPROVED AS TO FORM

*[Signature]*  
 Legal Department City of Columbia, SC

10/15/2024



## COST CHANGE AMENDMENT DETAILS

### Contract Amendment #4

**PROJECT NAME: Saluda River Force Main Extension**

**CIP NUMBER: SS7568**

### I. SCOPE ADDITION/DELETION

The following tasks have been requested for a budget update due to additional work that needs to be completed.

#### **TASK 900 – Full Time Construction Inspection (GMP #1)**

##### General

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary.

Tunnel boring challenges have delayed the Contractor's schedule. During the time the tunneling subcontractor, Bradshaw, has been on-site, Chao & Associates has been inspecting the construction site at a reduced rate and will continue to do so until Bradshaw completes the tunneling and McClam can mobilize on site.

This scope includes part time inspection to observe Bradshaw's tunneling efforts from July through September. It is estimated that Chao will resume full time inspection 48 hours a week from October 1<sup>st</sup>, 2024, until the week of January 13<sup>th</sup>, 2025, based on the latest schedule shared by McClam on September 5<sup>th</sup>, 2024. This change order assumes construction inspection scope at an hourly rate of \$105 for the Project Representative. The hourly rate provided is inclusive of all direct expenses related to the execution of Task 900 services.

##### Duties and Responsibilities of the Consultant /Project Representative

- Conferences and Meetings
  - Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.
- Liaison
  - Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve as the CITY's liaison

with the contractor when the contractor's operations affect the CITY's on-site operations.

- Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.
- Review of Work, Rejection of Defective Work, Inspections and Tests
  - Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
  - The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
  - Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
  - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.
- Interpretation of Contract Documents
  - The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.
- Modifications
  - Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.
- Records
  - Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- Reports
  - Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

- Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
- Report immediately to the CITY upon the occurrence of any accident.
- Completion
  - Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
  - Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
  - Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

## II. COMPENSATION

The following changes are required to perform the previously discussed services:

Add funds to Tasks 900.

The new contract values based on the above recommended changes are presented below:

| Task Number | Task Title                                                                | Original Contract | Previous Amendments | Current Amendment | New Contract Value |
|-------------|---------------------------------------------------------------------------|-------------------|---------------------|-------------------|--------------------|
| Task 100    | Evaluation and Design Phase Administration                                | \$73,000.00 (LS)  | \$30,000.00         | \$0               | \$103,000.00 (LS)  |
| Task 200    | Preliminary Planning, Investigation, Engineering and Alternative Analysis | \$120,500.00 (LS) | \$22,500.00         | \$0               | \$143,000.00 (LS)  |
| Task 300    | Survey and Utility Mapping                                                | \$61,550.00 (LS)  | \$0                 | \$0               | \$61,550.00 (LS)   |
| Task 400    | Geotechnical                                                              | \$23,500.00 (LS)  | \$40,095.00         | \$0               | \$63,595.00 (LS)   |
| Task 500    | Final Design                                                              | \$110,050.00 (LS) | \$0                 | \$0               | \$110,050.00 (LS)  |
| Task 600    | Permits and Property                                                      | \$32,500.00 (LS)  | \$0                 | \$0               | \$32,500.00 (LS)   |
| Task 630    | Permit Application Fees                                                   | \$3,250.00 (NTE)  | \$0                 | \$0               | \$3,250.00 (NTE)   |
| Task 700    | Bidding and Award                                                         | \$12,000.00 (LS)  | \$0                 | \$0               | \$ 12,000.00 (LS)  |
| Task 800    | Engineering Services During Construction                                  | \$0               | \$144,350.00        | \$0               | \$144,350.00 (LS)  |
| Task 900    | Full Time Construction Inspection                                         | \$0               | \$151,200.00        | \$101,473.00      | \$252,673.00 (LS)  |
| Task 1000   | Project Closeout                                                          | \$0               | \$20,400.00         | \$0               | \$20,400.00 (LS)   |
| Task 1100   | Additional Services                                                       | \$10,000.00 (NTE) | \$0                 | \$0               | \$10,000.00 (NTE)  |

| Task Number      | Task Title                                                                | Original Contract   | Previous Amendments   | Current Amendment   | New Contract Value    |
|------------------|---------------------------------------------------------------------------|---------------------|-----------------------|---------------------|-----------------------|
| <b>Task 2100</b> | Evaluation and Design Phase Administration                                | \$0                 | \$68,186.00 (LS)      | \$0                 | \$ 68,186.00          |
| <b>Task 2160</b> | CMAR Coordination                                                         | \$0                 | \$38,166.00 (NTE)     | \$0                 | \$ 38,166.00          |
| <b>Task 2200</b> | Preliminary Planning, Investigation, Engineering and Alternative Analysis | \$0                 | \$107,958.00 (LS)     | \$0                 | \$ 107,958.00         |
| <b>Task 2300</b> | Survey and Utility Mapping                                                | \$0                 | \$ 25,340.00 (NTE)    | \$0                 | \$ 25,340.00          |
| <b>Task 2400</b> | Geotechnical                                                              | \$0                 | \$ 71,500.00 (NTE)    | \$ 0                | \$71,500.00 (NTE)     |
| <b>Task 2500</b> | Final Design                                                              | \$0                 | \$ 536,465.00 (LS)    | \$0                 | \$ 536,465.00         |
| <b>Task 2600</b> | Permits and Property                                                      | \$0                 | \$48,188.00 (LS)      | \$0                 | \$ 48,188.00          |
| <b>Task 2630</b> | Permit Application Fees                                                   | \$0                 | \$ 3,250.00 (NTE)     | \$0                 | \$ 3,250.00           |
| <b>Task 2700</b> | Bidding and Award                                                         | \$0                 | \$ 4,028.00 (LS)      | \$0                 | \$ 4,028.00           |
| <b>Task 2800</b> | Engineering Services During Construction                                  | \$0                 | \$0                   | \$0                 | \$0                   |
| <b>Task 2900</b> | Full Time Construction Inspection                                         | \$0                 | \$0                   | \$0                 | \$0                   |
| <b>Task 3000</b> | Project Closeout                                                          | \$0                 | \$0                   | \$0                 | \$0                   |
| <b>Task 3100</b> | Additional Services                                                       | \$0                 | \$50,000.00 (NTE)     | \$0                 | \$50,000.00           |
| <b>Total Fee</b> |                                                                           | <b>\$446,350.00</b> | <b>\$1,361,626.00</b> | <b>\$101,473.00</b> | <b>\$1,909,449.00</b> |

### III. SCHEDULE

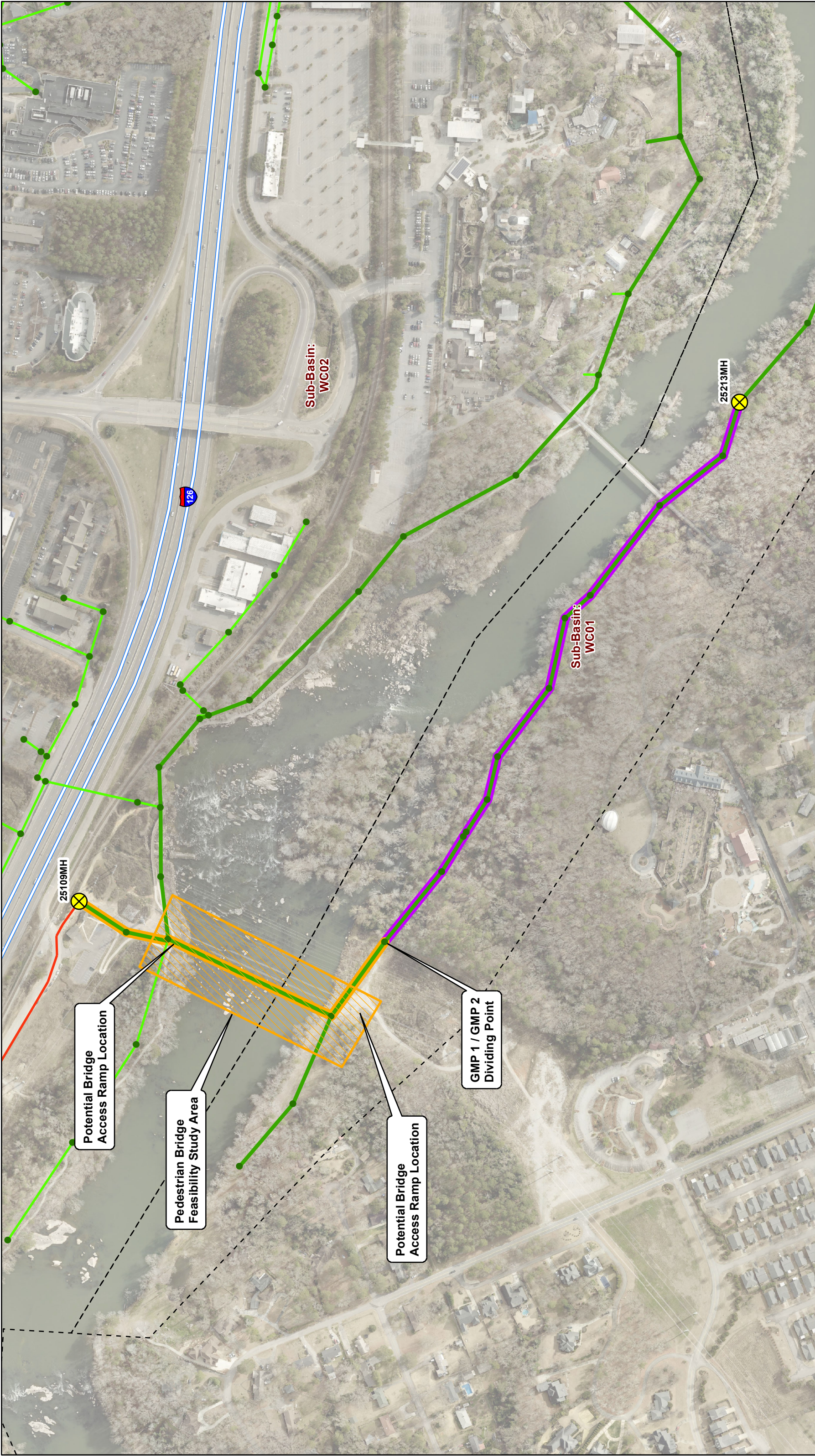
The work described herein will not require an extension on the contract duration.

#### IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Chao & Associates as the Protégé firm, Capstone Civil Group as a sub-consultant to Chao & Associates, and EN Engineering as a sub-consultant to Chao & Associates, for a Protégé percentage of 20.01% and total combined Protégé/Sub-consultant percentage of 20.01%. Throughout the project duration, EN Engineering was removed from the project and New South Associates was added as a subconsultant to Chao & Associates. The updated Protégé percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will change the Protégé participation in the original contract from 20.01% to 24.52%.

|                                  | Total Contract Amount | Chao and subs to Chao Amount<br>(Protégé) | % of Contract Amount |
|----------------------------------|-----------------------|-------------------------------------------|----------------------|
| Original Contract                | \$446,350.00          | \$89,300.00                               | 20.01%               |
| CA #1                            | \$92,595.00           | \$36,574.46                               | 39.50%               |
| CA #2                            | 0                     | 0                                         | 0                    |
| CA #3                            | \$1,269,031.00        | \$240,850.00                              | 18.98%               |
| CA#4                             | \$ 101,473.00         | \$ 101,473.00                             | 100%                 |
| <b>New Total Contract Amount</b> | <b>\$1,909,449.00</b> | <b>\$468,197.46</b>                       | <b>24.52%</b>        |





|                                                                                 |                                               |                                                                                          |                                                                  |                                             |                                                                                        |      |
|---------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------|------|
| <br><br>We Are Columbia<br>2022<br>Water Production Map Projection: Maps_CW7568 | <br>SS7568 Manholes<br><br>GMP 2<br><br>GMP 1 | <br>Sewer Pressurized Main<br><br>Sewer Gravity Mains (>= 15")<br><br>Sewer Gravity Main | <br>Sewer Manhole<br><br>SS7568 Study Area<br><br>Basin Boundary | <br>1 inch = 300 feet<br>0 100 200 400 Feet | <b>SS7568 Saluda River<br/>Force Main Extension<br/>GMP 1 &amp; GMP 2<br/>Overview</b> | 13.c |
|                                                                                 |                                               |                                                                                          |                                                                  |                                             | Prepared For: Columbia Water                                                           |      |



## OBO MPP Change Order/Amendment Implementation Plan Addendum

**In Accordance with MPP Guidelines Change Orders/Amendments:** If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

| OBO Verification          | Contract/<br>Change Order<br>Amount | Mentor Amount         | Mentor<br>Percentage | Protégé<br>Amount   | Protégé<br>Percentage | Subcontractors<br>/Subconsultants<br>Amount | Subcontractors<br>/Subconsultants<br>Percentage |
|---------------------------|-------------------------------------|-----------------------|----------------------|---------------------|-----------------------|---------------------------------------------|-------------------------------------------------|
| Original Contract:        | \$ 446,350.00                       | \$ 357,050.00         | 79.99%               | \$ 89,300.00        | 20.01%                | \$ 0                                        | 0%                                              |
| CA 1                      | \$ 92,595.00                        | \$ 56,020.54          | 60.50%               | \$ 36,574.46        | 39.50%                | \$ 0                                        | 0%                                              |
| CA 2                      | \$ 0.00                             | \$ 0.00               | 0%                   | \$ 0.00             | 0%                    | \$ 0                                        | 0%                                              |
| CA 3                      | \$ 1,269,031.00                     | \$ 1,028,181.00       | 81.02%               | \$ 240,850.00       | 18.98%                | \$ 0                                        | 0%                                              |
| This Change Order<br>CA 4 | \$ 101,473.00                       | \$ 0.00               | 0.00%                | \$ 101,473.00       | 100%                  | \$ 0                                        | 0%                                              |
| <b>Revised Contract:</b>  | <b>\$1,909,449.00</b>               | <b>\$1,441,251.54</b> | <b>75.48%</b>        | <b>\$468,197.46</b> | <b>24.52%</b>         | <b>\$ 0</b>                                 | <b>0%</b>                                       |

**MPP Project #/Name:** SS7568 Saluda River Force Main Extension      **Change Order #:** 04 (Ex: 01, 02)

**Change Order/Amendment Amount:** \$101,473.00

**Amendment Justification:** Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) :      ☒ Yes    ☐ No

The additional services include additional full-time construction inspection to continue during the extended GMP#1 related construction.

**Change Order/Amendment Type:**

1. ☐ **Time Extension – New End Date:** \_\_\_\_\_ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** \_\_\_\_\_ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)

**A. Will protégé be performing any work within this change order?** ☒ Yes    ☐ No (If no, skip to B)

- **Amount of Change Order/Amendment to be received by the protégé:** \$101,473.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Chao & Associates will provide additional full time construction inspection services through the completion of the GMP#1 phase.

B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box

N/A

below:

4. Revised scope of work

Additional construction inspection by Chao for GMP #1.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Ilke Erdogan (Mentor Firm) this 18<sup>th</sup> day of September, 2024.

By: Ilke Erdogan

Title: Senior Associate

Firm Name: Stantec Consulting Services

EXECUTED by Gerald Lee (Protégé Firm) this 18th day of September, 2024.

By: Gerald Lee

Title: Vice President

Firm Name: Chao & Associates

**OBO Statement for the change order/amendment:**

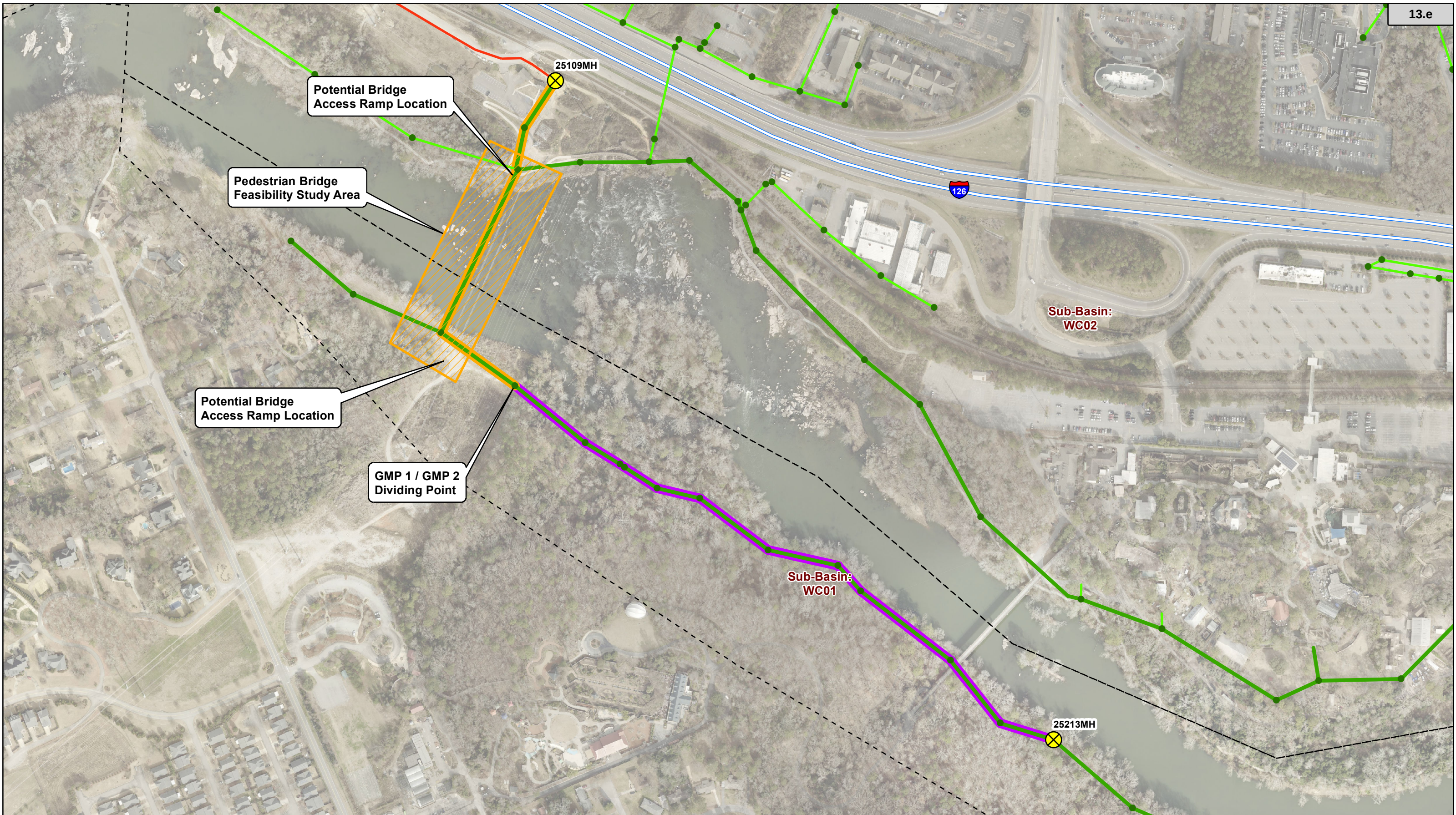
OBO has reviewed this funding increase for this contract amendment. The original project contract amount was \$446,350.00. The original amount received by the protégé was \$89,300.00, or 20.01% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$1,909,449.00. The protégé will receive \$468,197.46 or 24.52% of the revised total contract amount.

**RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this 23rd day of September, 2024.**

By: Cassandra Fletcher Title: Program Compliance Administrator

\*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.





Clean Water 2020  
Columbia's Clear Vision For Clean Water



- SS7568 Manholes
- GMP 2
- GMP 1

- Sewer Pressurized Main
- Sewer Gravity Mains ( $\geq 15"$ )
- Sewer Gravity Main

- Sewer Manhole
- SS7568 Study Area
- Basin Boundary



1 inch = 300 feet

0 100 200 400 Feet

# SS7568 Saluda River Force Main Extension GMP 1 & GMP 2 Overview

Overview

Packet Pg. 158

Prepared For: Colu





**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a new Sole Source Contract for the Upgrade of Rotork Actuators for the Canal Water Treatment Plant, as requested by Columbia Water on September 20, 2024. Award to Heyward Services, Inc., in the amount of \$249,642.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date of June 30, 2025, and the option to renew for one (1) additional one-year period. This vendor is located in Charlotte, NC.

**REQUISITION NO.:** R230758

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Water and Sewer Capital Projects - Canal Water Treatment Plant Filter Control Upgrades - Capital Project Costs (5529999-WM482901-658650). The original budget amount is \$249,642.00.

**CLEAN WATER 2020?:** No

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:** Heyward Sole Source Contract (PDF)

**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 **Heyward - Charlotte Inc.** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2025. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

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

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



6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Two Hundred Forty-Nine Thousand Six Hundred Forty-Two 00/100, (\$249,642.00)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

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

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

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

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

☒ **GENERAL LIABILITY:** The Seller shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at [www.columbiasc.gov](http://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 30<sup>th</sup> of the fiscal year in which funds were budgeted and appropriated.

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

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

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

13. **Entire Agreement.** This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written)

between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

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

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

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

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

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

**CITY OF COLUMBIA, SOUTH CAROLINA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: City Manager

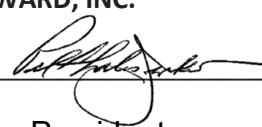
APPROVED AS TO FORM  
  
 Legal Department City of Columbia, SC

Date: \_\_\_\_\_

9/25/2024

**HEYWARD, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Witness: Penny Collins

Title: President

Date: September 25, 2024

## Exhibit A

Requisition # R230758JUSTIFICATION FOR  
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Canal Water Treatment Plant Division,  
(1)  
Upgraded Rotork Actuators for WM4829\_Canal WTP Filter Control Upgrades  
(2)

as a sole source procurement from Heyward Inc.  
(3)

based upon the following justifications Rotork Electric Actuators have been  
(4)  
standardized throughout the Water and Wastewater Plants. Heyward Incorporated  
is the Rotork Controls local representative and has exclusive distribution for the  
Rotork Electric Actuators.  
these actuators.

This sole source is valid through June 30, 2025

Amount \$ 249,642.00

Utilities (Canal WTP)

Department

W. Frank E. Ekins  
Signature of Department Head

9/23/2024

Date

Ad. Shannon Lizerowski  
Signature of Purchasing Agent

9/24/2024

Date

Kristine Githara

Signature of Finance Director

9/30/2024

Date

Chris E. Sley  
Signature of Asst. City Manager

9/30/2024

Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name  
(2) Enter description of goods or services to be produced  
(3) Enter name of sole source contractor  
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.

Rotork Controls Inc  
675 Mile Crossing Blvd.  
Rochester, NY 14624

telephone (585) 328-1550  
telefax (585) 328-5848  
<http://www.rotork.com>  
e-mail [info@rotork.com](mailto:info@rotork.com)

**rotork**

01/10/2024

Reference: Manufacturer Representative & Distribution Agreement

Dear Customer:

Rotork Controls, Inc. is a manufacturer of electric valve actuators and control systems. A major portion of our sales is accomplished through the use of manufacturers' representatives and distributors. These manufacturing representatives and distributors have exclusive territories.

For the states of North and South Carolina, our exclusive agent is Heyward Incorporated, 2101-A Cambridge Beltway Drive, Charlotte, NC 28273, (704) 583-2305, (704) 583-2900, fax.

Heyward Incorporated is empowered to represent Rotork Controls in this geographical territory, as well as having exclusive distribution and stocking capabilities for Rotork products.

Should there be any questions regarding our relationship with Heyward Incorporated, please feel free to contact me.

Sincerely,  
Jack Burns  
Area Sales Manager  
Rotork Controls, Inc.



## Exhibit B

Ashley Dove  
 Phone 803-545-0180  
 Mobile (803) 730-8543  
 Email: Ashley.Dove@columbiasc.gov

**Bill To**

Columbia, City of  
 PO Box 147  
 Columbia SC 29217  
 USA

**Ship to**

Canal WTP/Columbia, SC  
 300 Laurel Street  
 Columbia SC 29201  
 USA

# Heyward™

Your Long-Term Partner

## Sales Quotation

**Information**

|                  |            |
|------------------|------------|
| Quotation Number | 12765      |
| Sales Quote Amt. | 249,642.00 |
| Customer Code    | C10175     |
| Document Date    | 09/17/24   |
| Valid Until      | 10/17/24   |

| Item / Part #                                   | Material/Description                    | Delivery    | Qty | Unit Price  | Ext. Amount   |
|-------------------------------------------------|-----------------------------------------|-------------|-----|-------------|---------------|
| IQT500                                          | Rotork IQT Series Electric Actuator     | 18-22 Weeks | 8   | \$ 6,450.00 | \$ 51,600.00  |
| IQT500 FA10 WD 300B0000 Open/Close              |                                         |             |     |             |               |
| IQTM3000                                        | Rotork IQT Modulating Electric Actuator |             | 19  | \$ 9,450.00 | \$ 179,550.00 |
| IQTM3000 FA16 Folo/CPT 403B0000                 |                                         |             |     |             |               |
| Voltage Information Needed at the time of order |                                         |             |     |             |               |
| Machining/Adaption Not Included                 |                                         |             |     |             |               |
| Startup Included                                |                                         |             |     |             |               |
| Installation by others                          |                                         |             |     |             |               |

Prices are valid for a period of 30 days, after which time they are subject to review.

Freight will be FOB factory, prepaid and added to invoice. Terms are Net 30 days. Heyward Services' standard Terms and Conditions, <https://heyward.net/terms-and-conditions/> apply. A purchase order or signed quote must be received before an order can be entered. For Credit Card (Visa/MasterCard/AmEx) orders, please call 704-583-2305.

We appreciate the opportunity to be of assistance. If the above quotation results in an order, please address it to:

Heyward Services  
 2101-A Cambridge Beltway Drive  
 Charlotte, NC 28273

Contact us if we can be of further assistance. Thank you for partnering with Heyward!

Collins, Penny  
 pcollins@heyward.net  
 Heyward Services

|                     |                      |
|---------------------|----------------------|
| Sub Total           | \$ 231,150.00        |
| Estimated Tax       | \$ 18,492.00         |
| <b>Total Amount</b> | <b>\$ 249,642.00</b> |

Printed Name

Signature/Date



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a new Contract for Project WM4721; Canterbury Court 6" Water Main Upgrade, as requested by Columbia Water on September 24, 2024. Award to G H Smith Construction, LLC in an amount not to exceed \$402,878.40, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred twenty (120) days from commencement. This contractor is located in Columbia, SC.

**REQUISITION NO.:** R230763

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Water and Sewer Capital Projects - Canterbury Court Water Main Upgrade - Capital Project Costs (5529999-WM472101-658650) \$402,878.40. The original budget amount is \$402,878.40.

**BUSINESS PROGRAM:** Mentor Protege Program

**CLEAN WATER 2020?:** No

**PURPOSE:**

This is a Mentor Protégé Program project. G H Smith is the mentor and will be performing insurance bonding and material ordering services at 57.81% (\$194,083.62) of the total contract amount.

Smoak Construction, LLC, a Minority Business Enterprise (W), located in Little Mountain, SC, is the protégé and will be performing water line installation and asphalt patching services at 20.00% (\$67,146.40) of the total contract amount.

The following subcontractors will provide additional services:

Staline Waterworks, located in Columbia, SC, will provide pipe and fittings

**at 13.40% (\$45,001.98) of the total contract amount.**

**Knights Redi Mix, located in Summerville, SC, will provide flow fill/concrete services at 7.45% (\$25,000.00) of the total contract amount.**

**Reeves Construction, located in Columbia, SC, will provide asphalt services at 1.34% (\$4,500.00) of the total contract amount.**

There were seven (7) responses to RFQu009-23-24-KDD Waterline Construction Projects.

|             |              |
|-------------|--------------|
| Base Bid    | \$335,732.00 |
| Contingency | \$67,146.40  |
| Total       | \$402,878.40 |

**ATTACHMENTS:**

- **#a:** WM4721-Canterbury Ct Water Main Upgrade Memo to Council (PDF)
- **#b:** WM4721-Canterbury Ct\_City Council Tear Sheet (PDF)
- **#c:** Final.Contract.GHSmith.WM4721CanterburyCtWaterMainUpgrade (PDF)



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

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

**DATE:** November 19, 2024

**Subject:** Recommendation for Approval  
Canterbury Ct 6" Water Main Upgrade Construction Contract

---

Columbia Water respectfully requests your review and approval of the contract for Canterbury Ct 6" Water Main Upgrade to provide funding for construction. The contract will be awarded to G H Smith Inc. in an amount not to exceed \$402,878.40, which includes contingency. The contractor is located in Columbia, SC.

The project will include constructing a total of approximately 500 LF of water main, renewing services, installing a fire hydrant, and abandoning portions of the existing system to address water quality and low pressure issues within the Canterbury Ct apartment complex and the surrounding area. Construction is expected to be complete by December 30<sup>th</sup>.

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



# WM4721-Canterbury Court 6" Water Main

## WM4721 – Water Main Upgrade & Service Renewals for Canterbury Ct Apartments

**Project Description:** This project includes the replacement of 500 ft of 6" water main and the renewal of 41 water services within Canterbury Ct Apartments. Fire protection will also be added in areas without access, and a new fire hydrant will be installed.

**Objectives:** This project aims to provide reliable water service and fire protection to the residents of Canterbury Ct Apartments. The current infrastructure is failing due to old age. This has led to repeated main line repairs and many customer complaints.

GH Smith Construction will be the main contractor for the project.

**Project Type:** Water Quality

**Council District:** Outside of the City

**Project Funding:** This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$402,878.40.

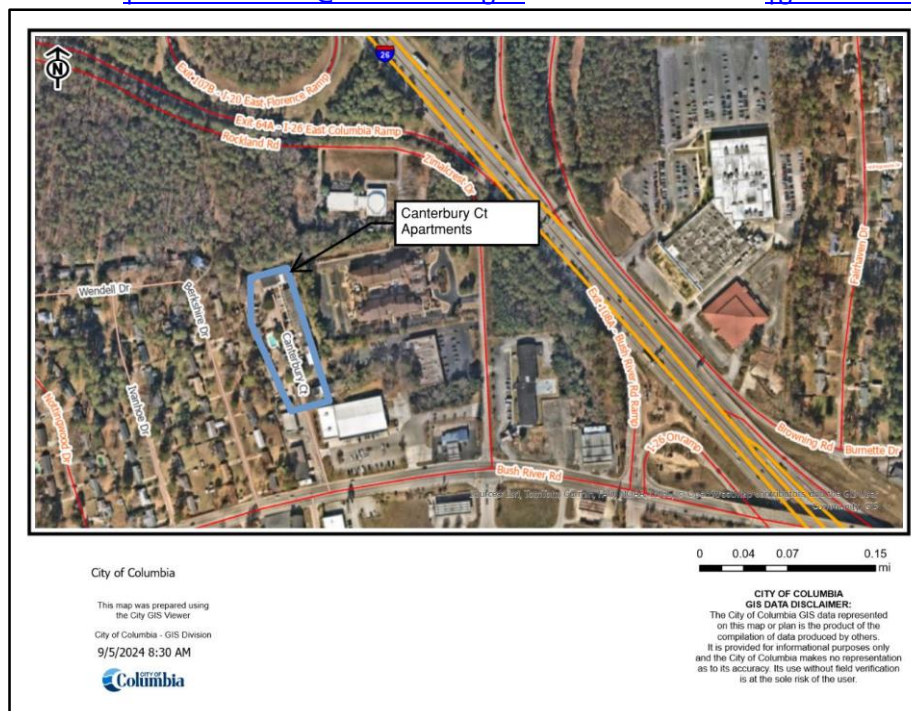
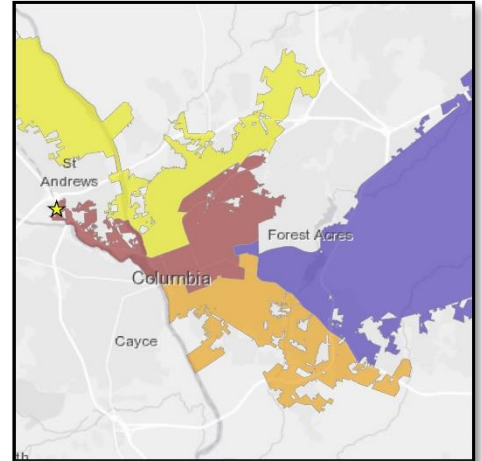
**Current Project Status:** This project is currently entering construction. Construction is expected to begin in October 2024 and to continue to the end of November.

**Project Contact:** Aaron Marshall, City of Columbia  
Civil Engineer – Design

803.545.3265 [aaron.marshall@columbiasc.gov](mailto:aaron.marshall@columbiasc.gov)

Jerry Smith, GH Smith  
Contractor

803.622.5139 [jghsmithconst@aol.com](mailto:jghsmithconst@aol.com)





## CONTRACT

City of Columbia, South Carolina

**CIP #: WM4721**

**Name of Project: WM4721 Canterbury Court 6" Water Main**

**Bid #: RFQu009-23-24-KDD**

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

### ARTICLE 1. WORK.

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

### ARTICLE 2. ENGINEER.

2.1 The Project has been designed by: The City of Columbia

### ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be Sixty (60) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional Sixty (60) consecutive calendar days to final completion for a total construction time of One Hundred Twenty (120) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

### ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Three Hundred Thirty-Five Thousand, Seven Hundred Thirty-Two Dollars and Zero Cents (\$335,732.00)**. This Contract also provides for an additional contingency in the amount of **Sixty-Seven Thousand, One Hundred Forty-Six Dollars and Forty Cents (\$67,146.40)** to be administered, if necessary, at the discretion of the City for unforeseen

costs that are within the pre-determined Scope of Work for this Contract.

#### ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

#### ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

#### ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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

7.3 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

#### ARTICLE 8. ASSURANCE.

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 RFQu009-23-24-KDD

9.2.2. Invitation For Bid

9.2.3 Bidder's Response including Bid Form

9.2.4 This Contract and Exhibits.

9.2.5 Performance and Payment Bond

9.2.6 Part 15 General Specifications

9.2.7 Construction Documents Project Manual

9.2.8 Specifications (as listed in the Table of Contents)

9.2.9 Drawings, numbered 1 through 7, inclusive and dated 8/22/20240.

9.2.10 Addenda number 1 to 1, inclusive.

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

#### ARTICLE 10. TERMINATION.

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

#### ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the

commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor  
GH Smith Const. Inc.

BY [Signature]

(CORPORATE SEAL)

Attest [Signature]

Address for giving notices:

GH Smith Construction, Inc  
430 Shuler Court  
Columbia, SC 29212

Date: \_\_\_\_\_

Owner  
City of Columbia, SC

BY  
Teresa Wilson, City Manager

APPROVED AS TO FORM

[Signature]  
 Legal Department City of Columbia, SC

10/15/2024

Attest  
 \_\_\_\_\_

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: \_\_\_\_\_

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



**APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS**

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

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

| Business Name<br>(as shown on W9 or SAM.gov) /<br>SAM.gov Unique Entity ID &<br>CAGE #<br>(REQUIRED) | City of<br>Columbia<br>Vendor number<br>(REQUIRED) | Services<br>and/or<br>Materials<br>Provided | Cost of Services<br>and/or<br>Material<br>(\$ Value) | Percentage<br>of<br>Total<br>Contract | MBE, WBE,<br>SBE, DBE, LBE,<br>CDBE<br>(indicate all that<br>apply) | Minority<br>Association<br>Code<br>(If applicable -<br>Use 2 letter Code<br>- See Key<br>Below) |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------|------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Staline Waterworks<br>Columbia, SC                                                                   | V017998                                            | Pipe and fittings                           | \$45,001.98                                          | 13.40                                 |                                                                     |                                                                                                 |
| Knights Redi Mix<br>Summerville, SC                                                                  | V015163                                            | Flow fill/concrete                          | \$25,000.00                                          | 7.45                                  |                                                                     |                                                                                                 |
| Reeves Construction<br>Columbia, SC                                                                  | V017916                                            | Asphalt                                     | \$4,500.00                                           | 1.34                                  |                                                                     |                                                                                                 |
| Smoak Construction LLC<br>Little Mtn, SC                                                             | V015917                                            | Water install                               | \$67,146.40                                          | 20.00                                 | WBE, CDBE                                                           | FB                                                                                              |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |

**Key: Minority/Women Owned Business Enterprise Association Code**

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

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

**COMBINED TOTAL SUB AMOUNT \$ 141,648.38**

**TOTAL CONTRACT AMOUNT: \$ 335,732.00**

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

Business Name: - GH Smith Construction, Inc.

Representative Name/Title: Karen S. McLane, V President

Date: 09/16/24

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

Smoak Construction LLC

Company Name

989 Holy Trinity Ch. Rd.

Physical Address

Mailing Address

Little Mountain SC

29075

City/State Zip Code + 4

803 309-6410

( )

Phone number

( )

Fax number

Carol Smoak

Primary Contact Name

Secondary Contact Name

csmoak@smoakconstruction.com

Primary Contact Email Address

Secondary Contact Email Address

30-1182605

V015917

Federal ID #

Vendor #

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

Staline Waterworks

Company Name

3020 Bluff Rd

Physical Address

Mailing Address

Columbia SC 29209

City/State Zip Code + 4

803-797-0500

( )

Phone number

( )

Fax number

Brian Kinder

Primary Contact Name

Secondary Contact Name

Brian.Kinder@Staline.com

Primary Contact Email Address

Secondary Contact Email Address

V017998

Federal ID #

Vendor #

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

Company Name Knights Ready Mix

Physical Address

PO Box 2412

Mailing Address

Inmo, SC 29063

City/State Zip Code

(863-509-2312) \_\_\_\_\_ ( ) \_\_\_\_\_

Phone number

Fax number

Lawrence Fogle

Primary Contact Name

Secondary Contact Name

Lfogl@Knightscompanies.com

Primary Contact Email Address

Secondary Contact Email Address

V015163

Sam.gov UEID #

Vendor #

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

## Reaves Construction

Company Name

645 Rosewood Dr.

Physical Address

Mailing Address Columbia SC 29201

City/State Zip Code

(803) 376-1240 ( ) \_\_\_\_\_

Phone number

Fax number

Trent Barrack

Primary Contact Name

Secondary Contact Name

fbarrack@revisse.com

Primary Contact Email Address

Secondary Contact Email Address

Y017 914

Sam.gov UEID #

Vendor #





# CITY OF COLUMBIA

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

## MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 09/09/24

Project Name: Canterbury Ct 6" Water Main Upgrade

Project #: WM4721

Mentor: GH Smith Construction, Inc

Protégé: Smoak Construction LLC

Total Project Contract Amount: \$335,732.00

Mentor Amount: \$268,585.60  
(including subcontractors or sub consultants amounts)

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

Protégé Amount: \$67,146.40

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

Duration of the Project: 75 days

**Statement of Commitment:** Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

### 1. How do the Mentor and Protégé intend to work together on the designated project?

*Address contractual relationship, general roles and informal teaming arrangements.*

We plan to have few crew members from each company on site working together.

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

This job will move quickly and we will both have profit in the job.



## CITY OF COLUMBIA

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

**3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators in which the team's success is being achieved.**

Smoak Construction continues to grow revenue each year and obtain new equipment enabling them to be prepared for larger and larger projects. Their experience has allowed them to start bidding on more jobs on their own.

**4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.**

Mentor:

GH Smith will handle all insurance bonding and ordering materials. Luke Winslow and his crew will oversee job and crew from Smoak.

Protégé:

Smoak will have their crew on site to handle water line install and asphalt patching.

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

| List Subcontractors Names below:<br>(Do not include Protégé) | Who will the subcontractor report to? | Who is responsible for payment of the subcontractor? |
|--------------------------------------------------------------|---------------------------------------|------------------------------------------------------|
| None                                                         |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |

Special Arrangements:

NA





## CITY OF COLUMBIA

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

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

**a. Description of Mentor's responsibilities on project:**

Order materials, oversee day to day operations, any safety concerns, billing

**b. Description of Protégé responsibilities on project:**

Water line install and asphalt patching

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

All work on the job will be handled by both crews

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

This is a fairly small project that should be completed within 60 days. Daily clean up will be essential due to this being an apartment complex--steel plates will be used to cover any open excavation areas.

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

We will meet each Monday morning to discuss what will be done for the week and see that all materials and equipment are on hand.

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

Billing will be done at the end of the month and protege will be paid as soon as we are paid from the COC--typically within 30 days of turning in the pay request.





# CITY OF COLUMBIA

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

## MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by GH Smith Construction Inc (Mentor Firm) this 11 day of September 2024.  
Corporate SEAL

By: [Signature]  
Title: President  
Firm Name: GH Smith Construction, Inc

ATTEST:  
By: [Signature]  
Title: V President

EXECUTED by Smoak Construction LLC (Protégé Firm) this 11 day of September 2024.  
Corporate SEAL

By: [Signature]  
Title: Owner  
Firm Name: Smoak Construction LLC

ATTEST: [Signature]  
By: Bon Smoak  
Title: Owner

### RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 24<sup>th</sup> day of September 2024.

By: [Signature]

Title: Program Compliance Specialist



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** Shannon Lizewski, Director

**SUBJECT:** Council is asked to Ratify six (6) Emergency Procurements, as requested by Columbia Water. Award to the lowest responsive bidder for each project in a total amount of \$1,298,564.57.

**REQUISITION NO.:** R230146, R230546, R230856, R230846, R230941, R230117

**FUNDING SOURCE & ORIGINAL BUDGET:**

**PURPOSE:**

| Item                                                                                                                                                                                                             | Vendor                                     | Description                                                                                                                                                                             | Amount       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| a.                                                                                                                                                                                                               | Aircor Services<br>Lexington, SC           | Trane PAC-1 replacement – Raw Water at the Canal Water Treatment Plant, as requested on August 13, 2024.                                                                                | \$111,615.00 |
| <i>Funding Source: Water and Sewer Capital Projects – Canal Water Treatment Plant High Service Pump Room HVAC - Capital Project Costs (5529999-WM482301-658650). The original budget amount is \$111,615.00.</i> |                                            |                                                                                                                                                                                         |              |
| b.                                                                                                                                                                                                               | McClam & Associates<br>Little Mountain, SC | Replacement of a portion of a 30" wastewater force main located off Candi Lane, as requested on September 9, 2024.                                                                      | \$70,374.58  |
| <i>Funding Source: Water and Sewer Capital Projects – Candi Lane 30" Wastewater Force Main – Capital Project Costs (5529999-SS765001-658650). The original budget amount is \$70,374.58.</i>                     |                                            |                                                                                                                                                                                         |              |
| c.                                                                                                                                                                                                               | LJ Inc.<br>Cayce, SC                       | Replacement of a damaged storm box, and pipe, on Old Neck Road along Gills Creek, as requested on October 1, 2024.                                                                      | \$148,077.60 |
| <i>Funding Source: Storm Water Improvement Capital Project Control – Old Neck Road SD Replacement – Capital Project Costs (5549999-SD853601-658650). The original budget amount is \$148,077.60.</i>             |                                            |                                                                                                                                                                                         |              |
| d.                                                                                                                                                                                                               | Gregory Electric<br>Columbia, SC           | Main electrical system investigation, upgrades, and replacement of obsolete/defunct electrical infrastructure at the Metro Wastewater Treatment Plant, as requested on October 1, 2024. | \$814,874.64 |

|                                                                                                                                                                                                                                    |                                     |                                                                                                                                                                                              |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <i>Funding Source: Water and Sewer Capital Projects – Metro Wastewater Treatment Plant Supply Improvements – Capital Project Costs (5529999-SS764601-658650). The original budget amount is \$814,874.64.</i>                      |                                     |                                                                                                                                                                                              |                       |
| e.                                                                                                                                                                                                                                 | LAD Construction<br>Swansea, SC     | Replacement of a damaged section of a water main behind the Seven Oaks shopping center at 6169 St. Andrews Road, as requested on October 7, 2024.                                            | \$55,886.25           |
| <i>Funding Source: Water and Sewer Capital Projects – Water Maintenance at Seven Oaks Shopping Center – Capital Project Costs (5529999-WM481501-658650). The original budget amount is \$55,886.25.</i>                            |                                     |                                                                                                                                                                                              |                       |
| f.                                                                                                                                                                                                                                 | Dell Manufacturer<br>Round Rock, TX | Replacement of obsolete Supervisory Control and Data Acquisition (SCADA) System components for the Lake Murray & the Columbia Canal Water Treatment Plants, as requested on August 12, 2024. | \$97,736.50           |
| <i>Funding Source: Water and Sewer Capital Projects – Lake Murray Water Treatment Plant and Columbia Canal Water Treatment Plant – Capital Project Costs (5529999-WM480001-658650). The original budget amount is \$97,737.00.</i> |                                     |                                                                                                                                                                                              |                       |
| <b>Total</b>                                                                                                                                                                                                                       |                                     |                                                                                                                                                                                              | <b>\$1,298,564.57</b> |

**ATTACHMENTS:**

- **#a:** Aircor Fully Signed Justification (PDF)
- **#b:** McClam and Associates Fully Signed Justification (PDF)
- **#c:** LJ Inc. Fully Signed Justification (PDF)
- **#d:** Gregory Electric Fully Signed Justification (PDF)
- **#e:** Gregory Electric Change Order #1 (PDF)
- **#f:** LAD Fully Signed Emergency Procurement (PDF)
- **#g:** Dell Fully Signed Justification (PDF)

## JUSTIFICATION FOR

Requisition# \_\_\_\_\_

## EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure Trane PAC-1 replacement- Raw Water  
(1)

as an emergency procurement from Aircor Services  
(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Please see the attached documents  
(3)

08/02/2024

Date

Amount\$ 111,615.00

W. Frach E. Chind 8/2/24  
Signature of Department Head Date

J. Frach E. Chind for 8/13/2024  
Signature of Purchasing Agent Date

Kristine Githara 8/14/2024  
Signature of Finance Director Date

John E. Shy 8/14/2024  
Signature of Asst. City Manager Date

Kevin A. Nelson 8/14/2024  
Signature of City Manager Date

\*Form must be routed in  
the order of the signatures\*

Notes: (1) Enter description of goods or services to be procured.  
(2) Enter name of emergency contractor.  
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18 Form 0102

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**Gallentine, Ashley L**

---

**From:** Dillman, Tyler R  
**Sent:** Wednesday, July 31, 2024 2:55 PM  
**To:** Riggs, John T  
**Cc:** Varn, Sidney F (Trey)  
**Subject:** Canal WTP HVAC

Good Afternoon John,

Hope you are doing well!

I wanted to inform you of an emergency issue we have here at the Canal WTP. The issue is with our raw water pump station HVAC unit but has a much broader scope of impact. This HVAC unit is for the raw water pump station as well as our high service pump 1 and pump 2 VFD's. The VFD's require a specific climate of 62 to 92 degrees and if we veer outside of those parameters the VFD's will not run. This issue turns into an emergency when you add the fact that the only VFD pumps that we can run on generator power are pumps 1 and 2. So if for any reason we need to switch to generator power, whether it be for a storm or a power outage or anything at all, this plant will not be able to supply adequate amounts of water or system pressure to the city and in turn would shut the plant down.

The HVAC unit was put in sometime in 2011 and from the notes we have here at the plant, has had issues since its installation. We have had a number of HVAC companies look at it over the years and every time they came out they altered, gutted or bypassed something in the unit. Aircor has been the best company we've had out here and they are now saying the unit is at its end and we are on "borrowed time". In order to even get the unit to work, we currently have it wired to run continuously or else it will not run at all. The room is now getting too cold so we have to leave a door open for the air to escape but that is now bringing moisture in the room which is another major issue in itself as the VFD's cannot get wet.

We are out of options on this and are hoping to once and for all have a reliable HVAC unit in this crucial room at our plant. I appreciate all of your help on this and look forward to hearing from you.

Thanks,

**Tyler Dillman**  
 Superintendent  
 Columbia Water | City of Columbia  
 300 Laurel Street, Columbia, SC 29201  
 803-626-8789





The following items are reasons why this system should be replaced.

1. There have been approximately 6 different unit functions that were disabled/deleted from this unit and most of that was done in 2013. The original design/function of this unit is not even close to what it was when the unit showed up new. It's pretty much been butchered and cut up to "Make it work".
2. It is our understanding that this unit has been a problem since day 1, which is likely the reason it has been field modified so drastically.
3. The existing control system is no longer tied into this unit, and it is currently set up to function on a 2-wire temperature sensor only and that's currently not even working.
4. There are several electronic circuit boards/relays/wiring that have been disconnected within the unit and are no longer being used and are still mounted in place.
5. Currently, the unit has been straight wired to make it run and cool the 1<sup>st</sup> floor and it is running without being controlled by a space thermostat.
6. This unit is currently about 14-years old and is considered very unreliable.
7. The Technical Support folks can no longer assist with unit issues, because the model and serial numbers do not match what is currently in place with all of the past modifications.
8. Aircor is highly recommending the replacement of this unit due to the issues that continually arise, its condition/age and the fact that it is not reliable for the City of Columbia and they're fresh water supply operations

# AIRCOR SERVICES

281 Zenker Road ~ Lexington, SC 29072 ~ Phone (803) 356-0025

August 1, 2024

City of Columbia  
300 Laurel Street  
Columbia, SC 29201

Mr. Tyler Dillman

Re: Trane PAC-1 replacement ~ Raw Water

*AIRCOR SERVICES* will provide the following HVAC services:

1. Demolition/removal of the existing Trane 25-ton package unit serving the 1<sup>st</sup> floor of Raw Water (PAC-1)
2. Provide and install one (1) Trane package unit of like capacity to include:
  - A. Two stage cooling
  - B. Electric heat package
  - C. Supply fan variable frequency drives (VFD) – 2-stage
  - D. Onboard operating Symbio controls
  - E. Air-side economizer for free cooling
  - F. Barometric relief
  - G. Low ambient control
  - H. Hail guards
3. Modify supply and return air ductwork as required (Stainless Steel)
4. Modify the existing main power supply as required
5. Provide all necessary rigging/lifting/transportation equipment
6. Temporary cooling system for up to 1-month. Tractor trailer bed to sit on driveway at Raw Water Building.
7. Replacement DDC control system to include:
  - A. Automated Logic brand hardware from Harris Controls
  - B. All required conduit, wiring, cabling and terminations
  - C. Webctrl system
  - D. System commissioning
  - E. Programming
  - F. Graphics package
  - G. Owner training
8. Straight time labor (Monday thru Friday / 8am – 5pm)

Total investment for the services described above = \$111,615.00

Warranty: Labor / Parts / Controls – 1-year      Compressors – 5-years

Current equipment availability: In stock with 2 – 3 days shipping

Exclusions:

1. Removal of any materials containing asbestos

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

This document was prepared by:  
Scot Burnett  
SC License number: M109640  
Ga License number CN210477

***An HVAC Solutions Provider***

JUSTIFICATION FOR  
Requisition# Pending Budget Transfer  
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure construction services for the replacement of a  
portion of a 30" wastewater force main located off Candi Lane<sup>(1)</sup>

as an emergency procurement from McClam and Associates in the amount of \$70,374.58  
which is the total construction cost from 552 9999 SS7650 658650.<sup>(2)</sup>

The basis for this emergency determination and the reason no other vendor is suitable is:

the force main was damaged and in need of immediate repair. McClam was working on the  
Carolina Crossroads sewer relocation project and were able to mobilize immediately to the site.<sup>(3)</sup>

8/26/24

Date

Amount \$ 70,374.58

*Donald H. Gaus*  
Signature of Department Head

8/28/24  
Date

*Shannon L. Gonski*  
Signature of Purchasing Agent

8/29/2024  
Date

*Kristine Githara*  
Signature of Finance Director

9/3/2024  
Date

*[Signature]*  
Signature of Asst. City Manager

9-4-2024  
Date

*Teresa Wilson*  
Signature of City Manager

9/4/2024  
Date

**\*Form must be routed in  
the order of the signatures\***

Notes: (1) Enter description of goods or services to be procured.  
(2) Enter name of emergency contractor.  
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18 Form 0102

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## CITY OF COLUMBIA - APPROVED PROJECT

| THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT |                  |               |                        |              |
|-----------------------------------------------------------------------|------------------|---------------|------------------------|--------------|
| DEPARTMENT NAME                                                       | Engineering      | DIVISION NAME | Wastewater Maintenance | DATE         |
| PROJECT NAME                                                          | CANDI LANE 30in. |               |                        | NEW PROJECT? |
| PROJECT ID                                                            | SS765001         |               | PROJECT TYPE           | Capital      |
| MANAGER NAME                                                          | Andrea Bolling   |               |                        |              |

| THIS SECTION TO BE COMPLETED BY DEPARTMENT                           |                                                                                      |                               |          |          |                |                |                     |
|----------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------|----------|----------|----------------|----------------|---------------------|
| REVENUE BUDGET CONTROL- identifies source of funding                 |                                                                                      |                               |          |          |                |                |                     |
| AMOUNT                                                               | FUNDING SOURCE                                                                       | DESCRIPTION OF FUNDING SOURCE |          |          |                |                |                     |
| \$ 70,374.58                                                         | SS728624                                                                             | CE Projects Not Yet Defined   |          |          |                |                |                     |
|                                                                      |                                                                                      |                               |          |          |                |                |                     |
|                                                                      |                                                                                      |                               |          |          |                |                |                     |
|                                                                      |                                                                                      |                               |          |          |                |                |                     |
| \$ 70,374.58                                                         |                                                                                      |                               |          |          |                |                |                     |
| EXPENDITURE BUDGET CONTROL- creates capital project line item budget |                                                                                      |                               |          |          |                |                |                     |
| BUDGET YEAR                                                          | OBJECT CODE                                                                          | FUND                          | DIVISION | PROJECT  | CURRENT BUDGET | REVISED BUDGET | INCREASE (DECREASE) |
| 24/25                                                                | 658650                                                                               | 552                           | 9999     | SS765001 | \$ -           | \$ 70,374.58   | \$ 70,374.58        |
|                                                                      |                                                                                      |                               | 9999     |          |                | \$ -           |                     |
|                                                                      |                                                                                      |                               | 9999     |          |                | \$ -           |                     |
| TOTALS:                                                              |                                                                                      |                               |          |          | \$ -           |                | \$ 70,374.58        |
| EXPLANATION                                                          | SS7650 Replacement of portion of a 30" wastewater force main location off Candi Lane |                               |          |          |                |                |                     |

| AUTHORIZED SIGNATURES: |                   |
|------------------------|-------------------|
| DEPARTMENT MANAGER     | ASST CITY MANAGER |
| DIVISION MANAGER       | CITY MANAGER      |



McClam & Associates, Inc.  
1642 Holy Trinity Church Rd  
Little Mountain, SC 29075

Date: \_\_\_\_\_  
Invoice # \_\_\_\_\_  
Terms \_\_\_\_\_

To: City of Columbia  
Attn: Andrea Bolling  
Re: Candi Ln repair 30" force main  
Location: Candi Ln

[illegible]

Thank you for your business!



**2230856**

Requisition# pending budget transfer JUSTIFICATION FOR  
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure construction services for the replacement of  
a damaged storm box, pipe, and associated damage to a roadbed from erosion at Old Neck Road<sup>(1)</sup>  
along Gills Creek

as an emergency procurement from LJ Inc. in the amount of \$148,077.60 which includes  
the base bid of \$123,398.00 and a 20% contingency from 554 9999 SD853601 658650.<sup>(2)</sup>

The basis for this emergency determination and the reason no other vendor is suitable is:  
the storm drainage and roadbed are actively washing out at this location and the area is an  
immediate public safety concern, with gas and communication lines exposed along Gills Creek.<sup>(3)</sup>  
LJ Inc was the first available contractor to respond and has the resources to begin work  
immediately.

8/15/2024

Date

Amount \$ 148,077.60

*Donald Higgins*  
Signature of Department Head

9/3/24  
Date

*J. Paul Duff*  
Signature of Purchasing Agent

10/2/24  
Date

*Kristine Githara*  
Signature of Finance Director

10/3/2024  
Date

*Cheryl E. Sley*  
Signature of Asst. City Manager

10/04/2024  
Date

*Cheresa Wilson*  
Signature of City Manager

10/7/2024  
Date

\*Form must be routed in  
the order of the signatures\*

Notes: (1) Enter description of goods or services to be procured.  
(2) Enter name of emergency contractor.  
(3) Enter the determination and basis for emergency procurement.

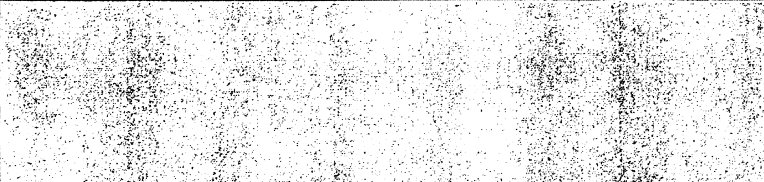
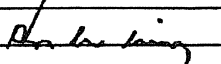
Rev 05/14/18 Form 0102

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## BID FORM

PROJECT NAME: OLD NECK ROAD SLOPE AND ROADWAY REPAIRS

AUGUST 14, 2024

| Item No.                                                                            | Description                                                           | Qty.                                                                                 | Unit | Unit Price        | Amount               |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------|------|-------------------|----------------------|
| 1                                                                                   | TRAFFIC CONTROL                                                       | 1.00                                                                                 | LS   | \$ 3,375.00       | \$ 3,375.00          |
| 2                                                                                   | TREE REMOVAL                                                          | 2.00                                                                                 | EA.  | \$ 2,450.00       | \$ 4,900.00          |
| 3                                                                                   | REMOVAL & DISPOSAL OF EXISTING CATCH BASIN AND PIPE                   | 1.00                                                                                 | LS   | \$ 3,855.00       | \$ 3,855.00          |
| 4                                                                                   | REMOVAL & DISPOSAL OF VEGETATION AND DEBRIS ON SLOPE                  | 1.00                                                                                 | LS   | \$ 3,975.00       | \$ 3,975.00          |
| 5                                                                                   | REMOVAL & DISPOSAL OF EXISTING CURB                                   | 160.00                                                                               | LF   | \$ 22.75          | \$ 3,640.00          |
| 6                                                                                   | REMOVAL & DISPOSAL OF EXISTING ASPHALT AND BASE                       | 378.00                                                                               | SY   | \$ 31.85          | \$ 12,039.30         |
| 7                                                                                   | PLACE SELECT FILL MATERIAL IN VOIDS ON SLOPE                          | 32.00                                                                                | CY   | \$ 82.50          | \$ 2,640.00          |
| 8                                                                                   | SELECT FILL TO IMPROVE CURB SUBGRADE                                  | 32.00                                                                                | CY   | \$ 82.50          | \$ 2,640.00          |
| 9                                                                                   | SUBGRADE PREP / FINE GRADE                                            | 378.00                                                                               | SY   | \$ 12.25          | \$ 4,630.50          |
| 10                                                                                  | 15" RCP                                                               | 8.00                                                                                 | LF   | \$ 141.00         | \$ 1,128.00          |
| 11                                                                                  | CATCH BASIN TYPE 1                                                    | 1.00                                                                                 | EA.  | \$ 6,515.00       | \$ 6,515.00          |
| 12                                                                                  | 18" CURB & GUTTER                                                     | 160.00                                                                               | LF   | \$ 63.55          | \$ 10,168.00         |
| 13                                                                                  | 6" AGGREGATE BASE COURSE                                              | 378.00                                                                               | SY   | \$ 32.40          | \$ 12,247.20         |
| 14                                                                                  | 2" ASPHALT SURFACE COURSE - TYPE C                                    | 42.00                                                                                | TONS | \$ 395.00         | \$ 16,590.00         |
| 15                                                                                  | CLASS C RIP RAP                                                       | 150.00                                                                               | TONS | \$ 152.50         | \$ 22,875.00         |
| 16                                                                                  | GEOTEXTILE FABRIC FOR EROSION CONTROL UNDER RIPRAP                    | 200.00                                                                               | SY   | \$ 10.65          | \$ 2,130.00          |
| 17                                                                                  | RESTORATION / SOD                                                     | 1.00                                                                                 | LS   | \$ 4,275.00       | \$ 4,275.00          |
|                                                                                     |                                                                       |                                                                                      |      |                   |                      |
|                                                                                     |                                                                       |                                                                                      |      | <b>SUBTOTAL:</b>  | <b>\$ 117,623.00</b> |
| 18                                                                                  | Mobilization (Not to exceed 5% of Subtotal per Specification 15.57.2) | 1                                                                                    | LS   | \$ 5,775.00       | \$ 5,775.00          |
|                                                                                     |                                                                       |                                                                                      |      | <b>TOTAL BID:</b> | <b>\$ 123,398.00</b> |
|  |                                                                       | <b>Submitted By:</b>                                                                 |      |                   |                      |
|                                                                                     |                                                                       | L-J, Inc. August 14, 2024                                                            |      |                   |                      |
|                                                                                     |                                                                       | Hugh W. Wilson, President                                                            |      |                   |                      |
|                                                                                     |                                                                       |  |      |                   |                      |





## CITY OF COLUMBIA - APPROVED PROJECT

| THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT |                                         |               |              |              |
|-----------------------------------------------------------------------|-----------------------------------------|---------------|--------------|--------------|
| DEPARTMENT NAME                                                       | Engineering                             | DIVISION NAME | Stormwater   | DATE         |
| PROJECT NAME                                                          | OLD NECK ROAD SLOPE AND ROADWAY REPAIRS |               |              | NEW PROJECT? |
| PROJECT ID                                                            | SD853601                                |               | PROJECT TYPE | Capital      |
| MANAGER NAME                                                          | MAKENZIE FLOOD                          |               |              |              |

| THIS SECTION TO BE COMPLETED BY DEPARTMENT                           |                                                      |                               |          |          |                |                |                     |
|----------------------------------------------------------------------|------------------------------------------------------|-------------------------------|----------|----------|----------------|----------------|---------------------|
| REVENUE BUDGET CONTROL- identifies source of funding                 |                                                      |                               |          |          |                |                |                     |
| AMOUNT                                                               | FUNDING SOURCE                                       | DESCRIPTION OF FUNDING SOURCE |          |          |                |                |                     |
| \$ 148,077.60                                                        | SD839824                                             | SD PROJECTS NOT DEFINED       |          |          |                |                |                     |
|                                                                      |                                                      |                               |          |          |                |                |                     |
|                                                                      |                                                      |                               |          |          |                |                |                     |
|                                                                      |                                                      |                               |          |          |                |                |                     |
| \$ 148,077.60                                                        |                                                      |                               |          |          |                |                |                     |
| EXPENDITURE BUDGET CONTROL- creates capital project line item budget |                                                      |                               |          |          |                |                |                     |
| BUDGET YEAR                                                          | OBJECT CODE                                          | FUND                          | DIVISION | PROJECT  | CURRENT BUDGET | REVISED BUDGET | INCREASE (DECREASE) |
| 23/24                                                                | 658650                                               | 554                           | 9999     | SD853601 |                | \$ 148,077.60  | \$ 148,077.60       |
|                                                                      |                                                      |                               | 9999     |          |                | \$ -           |                     |
|                                                                      |                                                      |                               | 9999     |          |                | \$ -           |                     |
| TOTALS:                                                              |                                                      |                               |          |          | \$ -           |                | \$ 148,077.60       |
| EXPLANATION                                                          | SD853601 - OLD NECK ROAD SLOPE AND ROADWAY REPAIRS . |                               |          |          |                |                |                     |

| AUTHORIZED SIGNATURES: |                       |         |                                |
|------------------------|-----------------------|---------|--------------------------------|
| DEPARTMENT MANAGER     | <i>Dana Higgins</i>   | 8/27/24 | ASST CITY MANAGER              |
| DIVISION MANAGER       | <i>Cheresa Wilson</i> | 9/3/24  | CITY MANAGER                   |
|                        |                       |         | <i>Cheresa Wilson</i> 9/6/2024 |

Requisition# R230846

## JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure construction of main electrical system upgrades,  
replacement of obsolete/defunct electrical infrastructure, and tie over to<sup>(1)</sup> the more stable

electrical transmission service line, bypassing the failing equipment.

as an emergency procurement from Gregory Electrical Company, Inc.

See attached field investigation report and NTE Quote from Gregory Electric Company<sup>(2)</sup>

The basis for this emergency determination and the reason no other vendor is suitable is:

This vendor has thoroughly investigated the Metro WWTP electrical infrastructure and

Due to the critical nature of this work and urgent time frame<sup>(3)</sup> for work to commence,

we have identified this effort as emergency due to the continued failure of critical components

at the Metro WWTP that has resulted full power loss at Metro on multiple occasions.

9/30/2024

Amount\$ \$712,000

Date \_\_\_\_\_

W. Frank E. Schindler  
Signature of Department Head

10/1/2024

Date \_\_\_\_\_

Signature of Purchasing Agent  
Kristine Githara

10/1/2024

Date \_\_\_\_\_

Signature of Finance Director

10/3/2024

Date \_\_\_\_\_

Signature of Asst. City Manager

10/3/2024

Date \_\_\_\_\_

*Kerisa Wilson*  
Signature of City Manager

10/7/2024

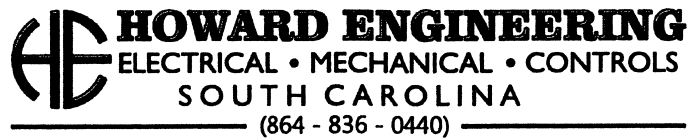
Date \_\_\_\_\_

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Rev 05/14/18 Form 0102

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## FIELD INVESTIGATION REPORT

September 26, 2024

Re: Metro WWTP Electrical Supply Reliability Improvements (HEI #A24045)  
SS7646

### Introduction

Based on the Visual Condition Assessment conducted as part of Hazen's Liquid Train Master Plan Update and subsequent operational issues, the elimination of the 23KV PowerCon switchgear has become a priority. A near catastrophic failure of the gear occurred on August 9<sup>th</sup> and shutdown not only Train 2 but the entire plant.

The purpose of this report is to further develop the design concepts presented in the 23 KV Switchgear Demolition Memorandum and present data field verified by Howard Engineering's subcontractor Gregory Electric.

An aerial view of the current 23KV Train 2 Electrical System is depicted in Figure 1 in Orange. It consists of the PowerCon Switchgear and an underground duct bank feeding redundant loops to the 480v switchboards.

### List of Figures

1. Current Arial View of Train 2 Electrical System
2. Train 2 Electrical System Schematic-Current Configuration
3. Proposed Arial View of Train 2 Electrical System
4. Train 2 Electrical System Schematic-Proposed Configuration





**GREGORY  
ELECTRIC**  
COMPANY, INC

September 26, 2024

City of Columbia  
Columbia, SC

Re: Metro Gear Demolition Project  
Metro WWTP  
1200 Simmon Tree Ln.  
Columbia, SC

Gregory Electric is pleased to offer ***Seven hundred twelve thousand dollars (\$712,000.00)*** as a not to exceed quotation for the referenced project. The quotation is based on our noted scope, clarifications, assumptions, and exclusions.

#### Scope

- Furnish labor, material, and equipment to install (2) OH dip poles and a OH GOAB switch in between the dip poles as shown in attached photo.
- Furnish labor, material, and equipment to install a 4 way 6" encased duct bank from existing manhole (EMH301), as shown in attached photo near switchboard 3, to new dip poles. Duct bank will split to each dip pole with 2 way 6". Install 1 – 6" riser up each pole leaving spare duct at base of each pole.
- Furnish labor, material, and equipment to install 25Kv circuit from new dip pole to EMH301 and connect to existing A junction.
- Furnish labor, material, and equipment to install 25Kv circuit from new dip pole to EMH301 and connect to existing B junction.
- Furnish labor, material, and equipment to replace cable between; EMH301 to Transformer 3A, EMH301 to Transformer 3B, Transformer 3A to Transformer 2A, Transformer 3B to Transformer 2B, Transformer 2A to Transformer 1A, and Transformer 2B to Transformer 1B.
- Furnish testing of new cable.
- Furnish testing and maintenance of switchboards A, B, and C and associated transformers. Each switchboard and associated transformers will require an eight-hour outage.
- Furnish labor and equipment to de-energize and disconnect power to metal clad gear.
- Furnish labor and material to remove and blank kirk-key interlocks from transformers at the switchboards A, B, and C.
- Furnish labor and equipment to remove metal clad switchgear.

- Furnish labor and equipment to remove old circuits from switchboards 1 and 3 to metal clad switchgear location.

#### **Clarifications, Assumptions, and Exclusions**

- Duct bank constructed with 6" schedule 40 PVC, with 36R Galv. elbows, 4'x4'x4' handhole, and non-dyed 3000psi concrete and 4/0 bare ground. Reinforcement provided under roadways. We also assume that duct bank can be installed beside the roadway not under it.
- Dip poles include fused cutouts.
- MV circuits include (3) 4/0 25Kv Alum Conductors (see Southwire submittal)
- Low Voltage Switchboard testing and maintenance consist of,
  - Clean and inspect.
  - Lubricate main breakers.
  - Perform a secondary injection test on all electronic trip units.
  - Perform a contact resistance test on all breakers.
  - Torque connections on breakers.
- Transformer testing and maintenance consist of,
  - Clean and inspect for leaks.
  - Perform a turns ratio test.
  - Perform a winding resistance test.
  - Perform an insulation resistance test.
  - Perform DGA/Oil quality test.
- We assume the metal clad switchgear housekeeping pad will be retired in place.
- We assume all spoils can be left on site.
- We exclude any rock or concrete removal for the new duct bank.
- We exclude any temporary power, generators or wiring.

The quotation is valid for 30 days.

If I can answer any questions, please call me at 803-691-4582 or on my cell at 803-603-5995.

Sincerely,  
Randy Taylor  
Sr. Project Manager



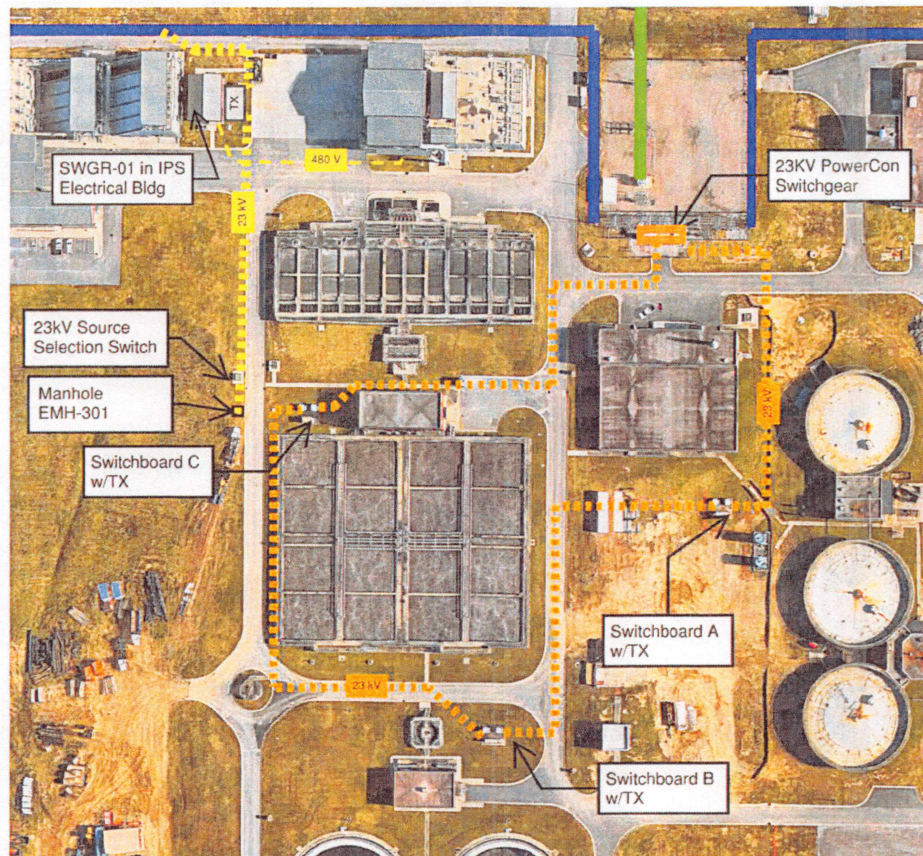


Figure 1 Current Aerial View of Train 2 Electrical System

## Current Configuration of the 23KV PowerCon Gear

After the outage on August 9<sup>th</sup> and subsequent events, the 23KV PowerCon gear was reconfigured to feed Train 2 via the left 2 feeder switches.

After the outage to Train 2 on August 15<sup>th</sup>, corrosion was found on the loop A wiring. At this point, loop A was de-energized, and the system is being fed solely from loop B.

The current configuration is shown in Figure 2. Due to the damage to the gear from the faults, there are limited options for re-feeding the Train 2 loops from this switchgear.



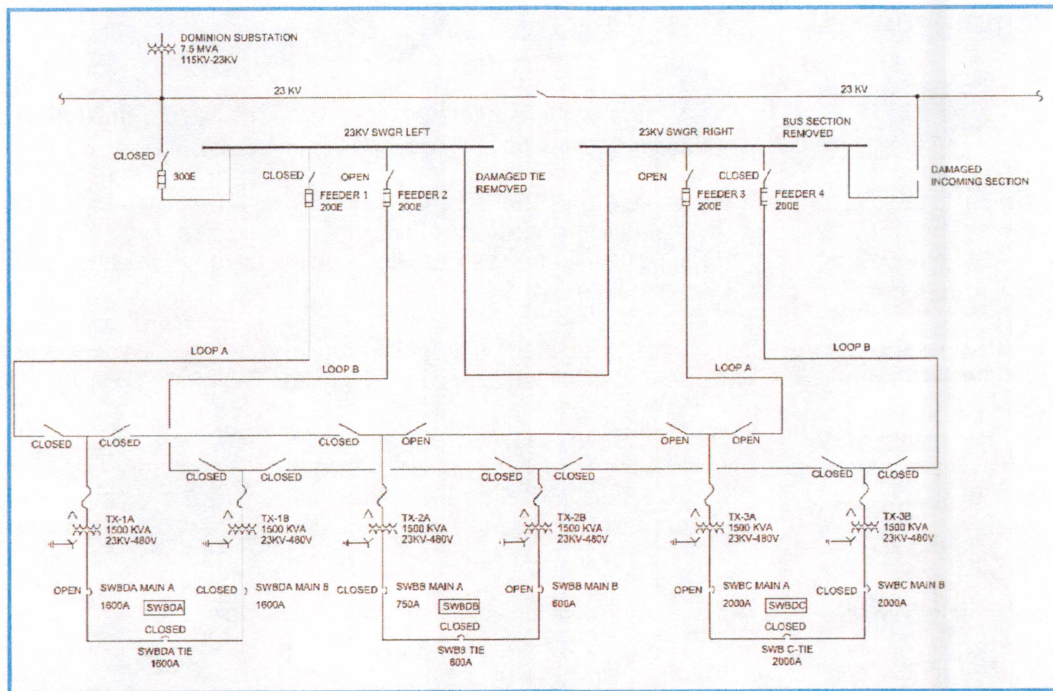


Figure 2: Train 2 Electrical System Schematic Current Configuration

## Configuration of the Switchboards and Transformers Primary Switches

As part of the site work conducted by Gregory, the existing Kirk-Keys were removed from the pad mounted transformers to confirm the primary switch position.

Switchboards A and C are fed from the B side with the tie breakers closed, Switchboard B is fed from the A side with the tie breaker closed. The configuration of the transformer primary switches and switchboard breakers are indicated in Figure 2.

## Other System Considerations

The Train 2 loops include a connection to the influent pump station via a pad mounted switch (PMS). The switch would allow the IPS (yellow loop) to be fed from either Train 2 loop (orange) or Train 2 to be fed from the IPS loop. The switch was not tested during the field investigations.

The PMS wiring to the orange loop is routed through two manholes. The newer manhole (MH-301) is larger and provides good access.

The older wiring installed with the PowerCon gear and Train 2 switchboards shows signs of corrosion. No portions of this wire should be re-used. The new wiring will be installed in the existing concrete encased duct banks.

## Recommendations

The use of the Pad Mounted Switch as the primary feed for the Train 2 loop has been dismissed as a viable alternative as it provides no redundancy should a fault occur on the yellow loop.

A more robust solution would be to re-feed the Train 2 loop from the overhead loop. In order to keep the PowerCon gear operational during construction and safely tie into the existing underground conduit system, it is recommended that this connection to the overhead 23KV be made at the west end of the plant towards the river.

Two new dip poles and an air switch would be installed on the existing loop. From the dip poles, a new duct bank would be installed along the west to east road as shown in Figure 3. The existing underground Train 2 loop (orange) would be intercepted at electric manhole EMH-301.

This would create two new reliable feeds to the Train 2 process equipment and maintain the 3<sup>rd</sup> feed from the PMS. In addition, either feed could be used to feed the IPS transformers. The configuration of the new system would allow Switchboard A to easily be de-energized and demolished if needed to locate the new thickener facilities.

The pad mounted switch would be tested during the construction phase of this work.

With Train 2 re-fed from the west end of the 23KV overhead loop, the Powercon gear can be de-energized and safely removed.

The electrical schematic showing the new recommendations is shown in Figure 4.



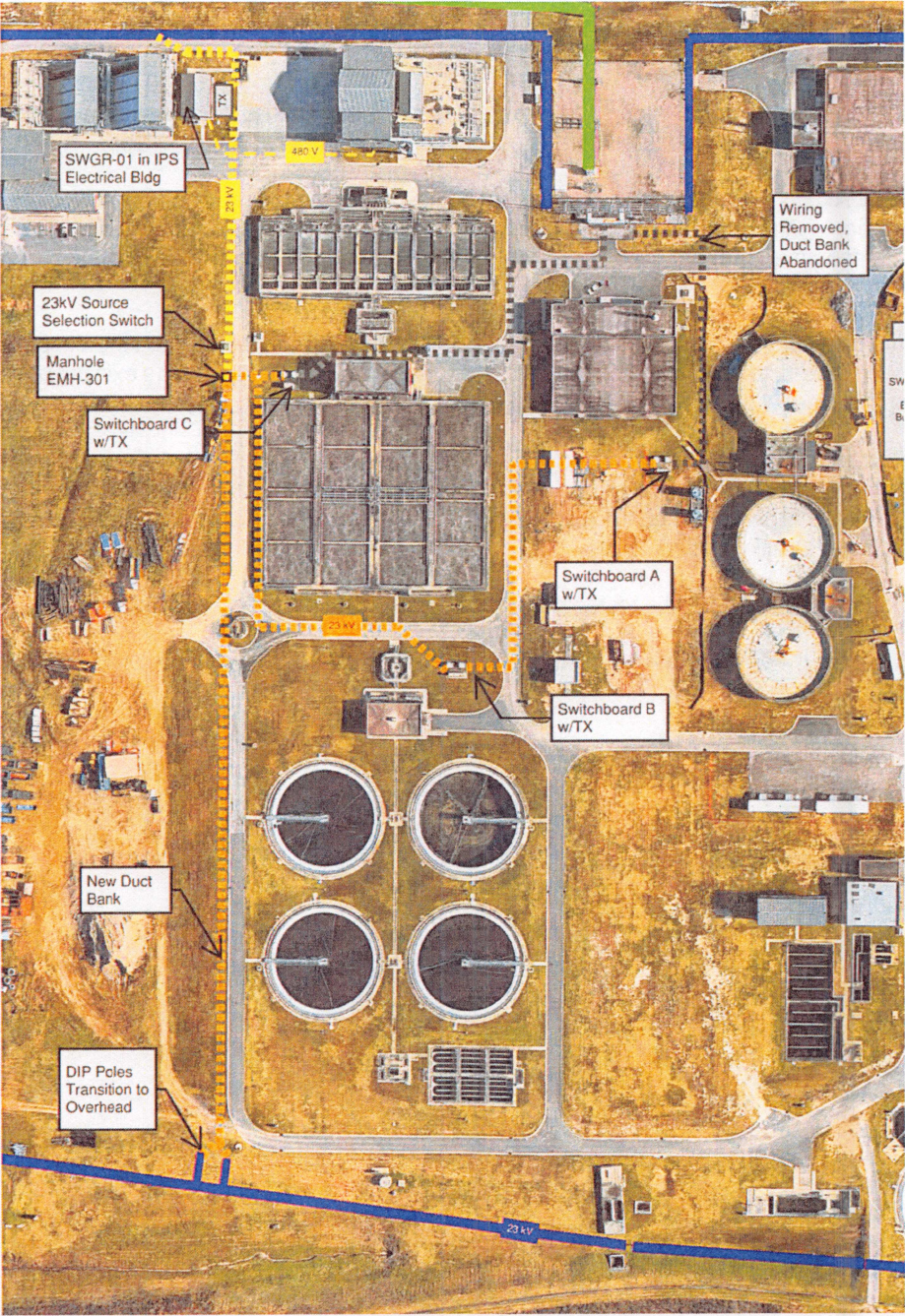


Figure 3: Proposed Arial View of Train 2 Electrical System

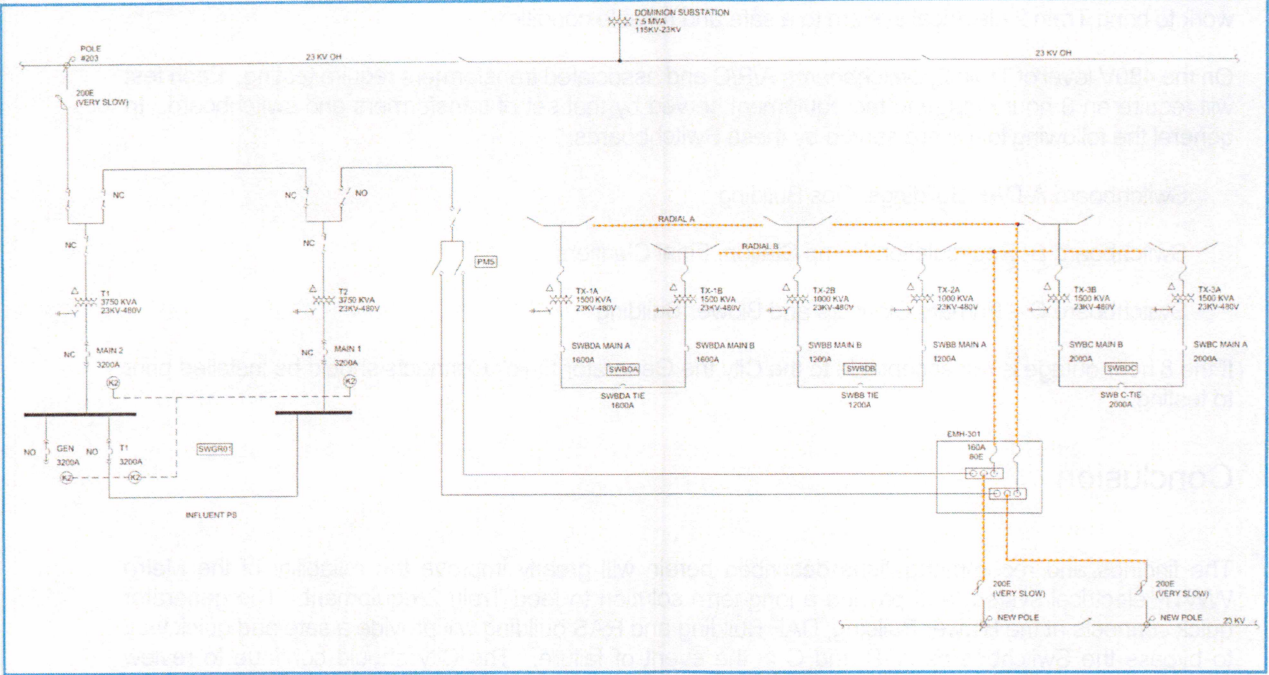


Figure 4: Train 2 Electrical System Schematic-Proposed Configuration



## Cost Estimate

Gregory Electric's Scope and Cost Estimate is attached to the end of this report.

This work is estimated to take 2 months.

## Phasing

The work on the 23KV system described above is a priority and should be the first phase of electrical work to bring Train 2 electrical system to a safe and reliable condition.

On the 480V level of Train 2, switchboards A/B/C and associated transformers require testing. Each test will require an 8 hour outage to the equipment served by that set of transformers and switchboard. In general the following loads are served by these Switchboards:

Switchboard A-DAF Buildings, Ops Building

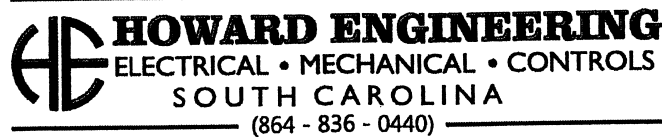
Switchboard B- Recirculation Pump Station, Final Clarifiers

Switchboard C – Primary Clarifiers and Blower Building

If the 8 hour outage is not acceptable to the City the Generator Quick Connects should be installed prior to testing.

## Conclusion

The findings and recommendations described herein will greatly improve the reliability of the Metro WWTP electrical system and provide a long-term solution to feed Train 2 equipment. The generator quick connects at the Blower Building, DAF Building and RAS building will provide a safe and quick way to bypass the Switchboards A, B and C in the event of failure. The City should continue to review opportunities to eliminate these older Switchboards.



## FIELD INVESTIGATION REPORT

September 26, 2024

Re: Metro WWTP Electrical Supply Reliability Improvements (HEI #A24045)  
SS7646

### Introduction

Based on the Visual Condition Assessment conducted as part of Hazen's Liquid Train Master Plan Update and subsequent operational issues, the elimination of the 23KV PowerCon switchgear has become a priority. A near catastrophic failure of the gear occurred on August 9<sup>th</sup> and shutdown not only Train 2 but the entire plant.

The purpose of this report is to further develop the design concepts presented in the 23 KV Switchgear Demolition Memorandum and present data field verified by Howard Engineering's subcontractor Gregory Electric.

An aerial view of the current 23KV Train 2 Electrical System is depicted in Figure 1 in Orange. It consists of the PowerCon Switchgear and an underground duct bank feeding redundant loops to the 480v switchboards.

### List of Figures

1. Current Aerial View of Train 2 Electrical System
2. Train 2 Electrical System Schematic-Current Configuration
3. Proposed Aerial View of Train 2 Electrical System
4. Train 2 Electrical System Schematic-Proposed Configuration

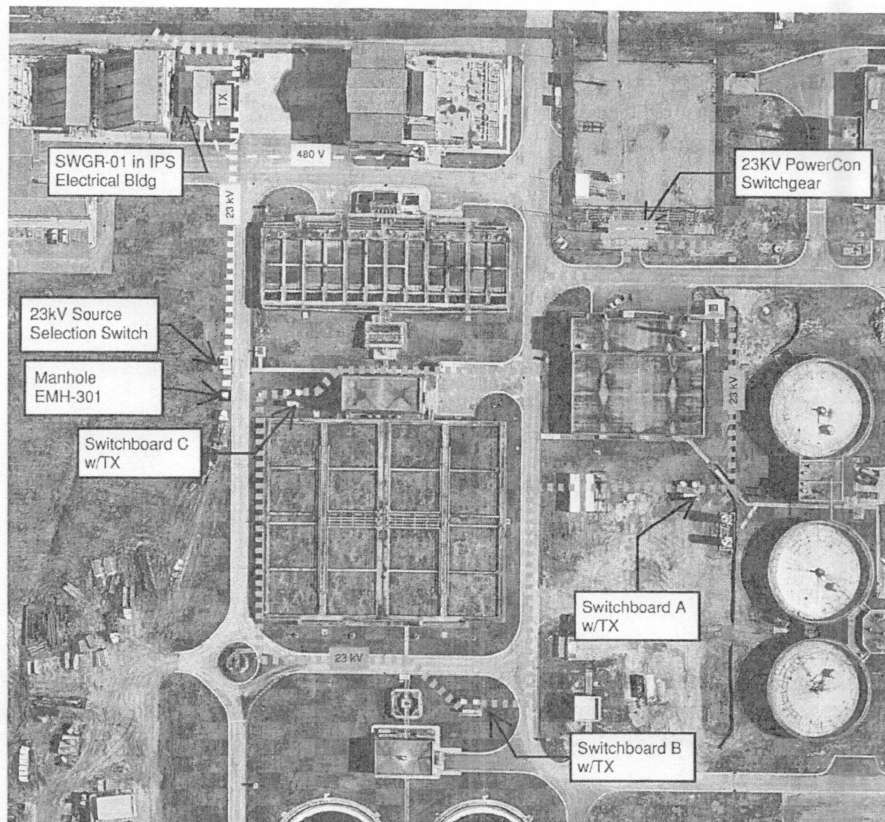


Figure 1 Current Arial View of Train 2 Electrical System

## Current Configuration of the 23KV PowerCon Gear

After the outage on August 9<sup>th</sup> and subsequent events, the 23KV PowerCon gear was reconfigured to feed Train 2 via the left 2 feeder switches.

After the outage to Train 2 on August 15<sup>th</sup>, corrosion was found on the loop A wiring. At this point, loop A was de-energized, and the system is being fed solely from loop B.

The current configuration is shown in Figure 2. Due to the damage to the gear from the faults, there are limited options for re-feeding the Train 2 loops from this switchgear.



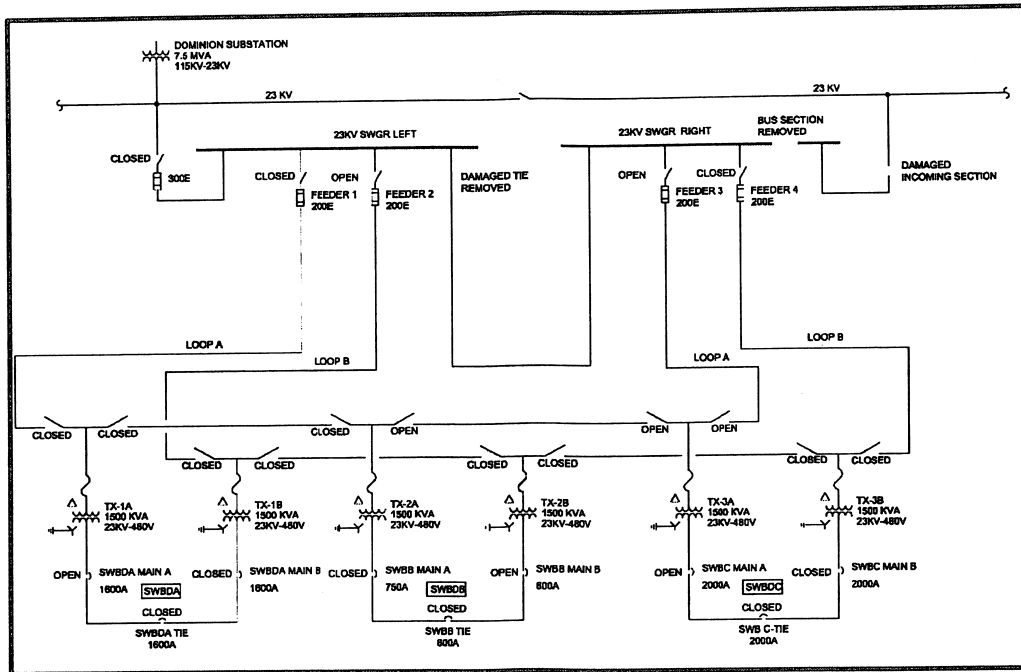


Figure 2: Train 2 Electrical System Schematic Current Configuration

## Configuration of the Switchboards and Transformers Primary Switches

As part of the site work conducted by Gregory, the existing Kirk-Keys were removed from the pad mounted transformers to confirm the primary switch position.

Switchboards A and C are fed from the B side with the tie breakers closed, Switchboard B is fed from the A side with the tie breaker closed. The configuration of the transformer primary switches and switchboard breakers are indicated in Figure 2.

## Other System Considerations

The Train 2 loops include a connection to the influent pump station via a pad mounted switch (PMS). The switch would allow the IPS (yellow loop) to be fed from either Train 2 loop (orange) or Train 2 to be fed from the IPS loop. The switch was not tested during the field investigations.

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The older wiring installed with the PowerCon gear and Train 2 switchboards shows signs of corrosion. No portions of this wire should be re-used. The new wiring will be installed in the existing concrete encased duct banks.

## Recommendations

The use of the Pad Mounted Switch as the primary feed for the Train 2 loop has been dismissed as a viable alternative as it provides no redundancy should a fault occur on the yellow loop.

A more robust solution would be to re-feed the Train 2 loop from the overhead loop. In order to keep the PowerCon gear operational during construction and safely tie into the existing underground conduit system, it is recommended that this connection to the overhead 23KV be made at the west end of the plant towards the river.

Two new dip poles and an air switch would be installed on the existing loop. From the dip poles, a new duct bank would be installed along the west to east road as shown in Figure 3. The existing underground Train 2 loop (orange) would be intercepted at electric manhole EMH-301.

This would create two new reliable feeds to the Train 2 process equipment and maintain the 3<sup>rd</sup> feed from the PMS. In addition, either feed could be used to feed the IPS transformers. The configuration of the new system would allow Switchboard A to easily be de-energized and demolished if needed to locate the new thickener facilities.

The pad mounted switch would be tested during the construction phase of this work.

With Train 2 re-fed from the west end of the 23KV overhead loop, the Powercon gear can be de-energized and safely removed.

The electrical schematic showing the new recommendations is shown in Figure 4.

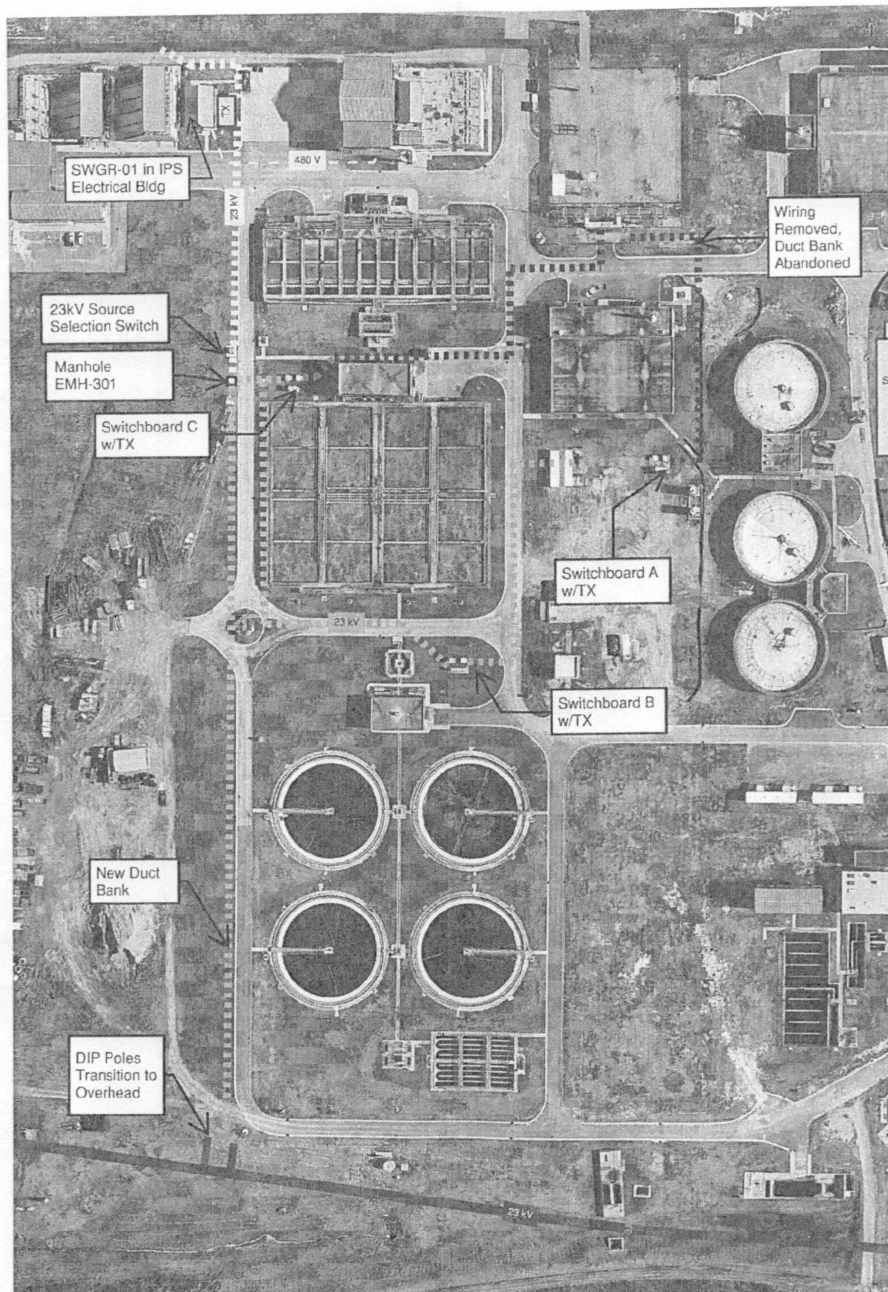
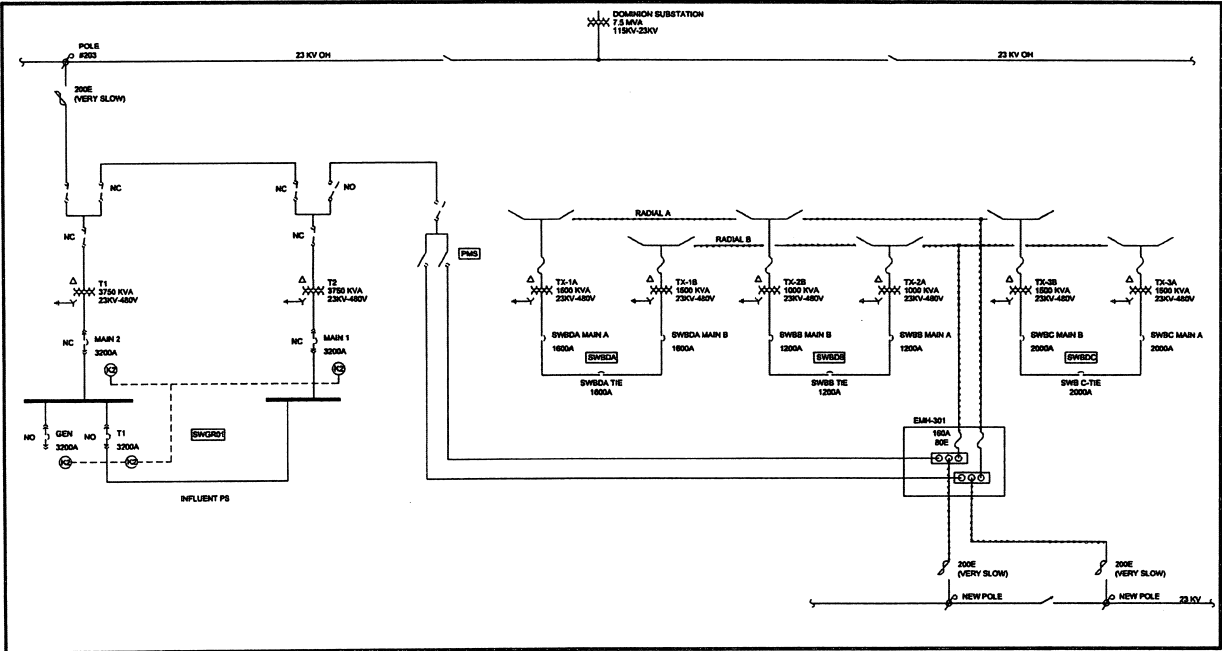


Figure 3: Proposed Aerial View of Train 2 Electrical System



**Figure 4: Train 2 Electrical System Schematic-Proposed Configuration**

## Cost Estimate

Gregory Electric's Scope and Cost Estimate is attached to the end of this report.

This work is estimated to take 2 months.

## Phasing

The work on the 23KV system described above is a priority and should be the first phase of electrical work to bring Train 2 electrical system to a safe and reliable condition.

On the 480V level of Train 2, switchboards A/B/C and associated transformers require testing. Each test will require an 8 hour outage to the equipment served by that set of transformers and switchboard. In general the following loads are served by these Switchboards:

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If the 8 hour outage is not acceptable to the City the Generator Quick Connects should be installed prior to testing.

## Conclusion

The findings and recommendations described herein will greatly improve the reliability of the Metro WWTP electrical system and provide a long-term solution to feed Train 2 equipment. The generator quick connects at the Blower Building, DAF Building and RAS building will provide a safe and quick way to bypass the Switchboards A, B and C in the event of failure. The City should continue to review opportunities to eliminate these older Switchboards.





September 26, 2024

City of Columbia  
Columbia, SC

Re: Metro Gear Demolition Project  
Metro WWTP  
1200 Simmon Tree Ln.  
Columbia, SC

Gregory Electric is pleased to offer *Seven hundred twelve thousand dollars (\$712,000.00)* as a not to exceed quotation for the referenced project. The quotation is based on our noted scope, clarifications, assumptions, and exclusions.

#### Scope

- Furnish labor, material, and equipment to install (2) OH dip poles and a OH GOAB switch in between the dip poles as shown in attached photo.
- Furnish labor, material, and equipment to install a 4 way 6" encased duct bank from existing manhole (EMH301), as shown in attached photo near switchboard 3, to new dip poles. Duct bank will split to each dip pole with 2 way 6". Install 1 – 6" riser up each pole leaving spare duct at base of each pole.
- Furnish labor, material, and equipment to install 25Kv circuit from new dip pole to EMH301 and connect to existing A junction.
- Furnish labor, material, and equipment to install 25Kv circuit from new dip pole to EMH301 and connect to existing B junction.
- Furnish labor, material, and equipment to replace cable between; EMH301 to Transformer 3A, EMH301 to Transformer 3B, Transformer 3A to Transformer 2A, Transformer 3B to Transformer 2B, Transformer 2A to Transformer 1A, and Transformer 2B to Transformer 1B.
- Furnish testing of new cable.
- Furnish testing and maintenance of switchboards A, B, and C and associated transformers. Each switchboard and associated transformers will require an eight-hour outage.
- Furnish labor and equipment to de-energize and disconnect power to metal clad gear.
- Furnish labor and material to remove and blank kirk-key interlocks from transformers at the switchboards A, B, and C.
- Furnish labor and equipment to remove metal clad switchgear.

- Furnish labor and equipment to remove old circuits from switchboards 1 and 3 to metal clad switchgear location.

#### **Clarifications, Assumptions, and Exclusions**

- Duct bank constructed with 6" schedule 40 PVC, with 36R Galv. elbows, 4'x4'x4' handhole, and non-dyed 3000psi concrete and 4/0 bare ground. Reinforcement provided under roadways. We also assume that duct bank can be installed beside the roadway not under it.
- Dip poles include fused cutouts.
- MV circuits include (3) 4/0 25Kv Alum Conductors (see Southwire submittal)
- Low Voltage Switchboard testing and maintenance consist of,
  - Clean and inspect.
  - Lubricate main breakers.
  - Perform a secondary injection test on all electronic trip units.
  - Perform a contact resistance test on all breakers.
  - Torque connections on breakers.
- Transformer testing and maintenance consist of,
  - Clean and inspect for leaks.
  - Perform a turns ratio test.
  - Perform a winding resistance test.
  - Perform an insulation resistance test.
  - Perform DGA/Oil quality test.
- We assume the metal clad switchgear housekeeping pad will be retired in place.
- We assume all spoils can be left on site.
- We exclude any rock or concrete removal for the new duct bank.
- We exclude any temporary power, generators or wiring.

The quotation is valid for 30 days.

If I can answer any questions, please call me at 803-691-4582 or on my cell at 803-603-5995.

Sincerely,  
Randy Taylor  
Sr. Project Manager



**CITY OF COLUMBIA**  
 Department of Procurement & Contracts  
 1800 Main St., 2nd Floor  
 Columbia, SC 29201 (803) 545-3470  
**\*\*For Internal Use Only\*\***  
**Purchase Order Modification /**  
**Change Order / Amendment Form**

Solicitation #: \_\_\_\_\_ CMM Contract #: \_\_\_\_\_

**Purpose - Check All That Apply**

- ☒ PO Change ☒ Emergency Procurement  
☐ \*Construction Change Order ☐ Sole Source Procurement  
\*See Attached Construction CO for Signatures  
☐ Contract Amendment

Routing Date: 10 / 10 / 2024

PROJECT DESCRIPTION: SS7646 Metro WWTP Emergency Electrical Upgrades

Identify Funding Source (Please check all that apply):

- ☒ City of Columbia ☐ State of SC ☐ Federal ☐ Other

If other funding source, please specify: \_\_\_\_\_

DEPARTMENT NAME AND REQUESTOR: Utilities - Max Morgan

CONTRACTOR'S NAME: Gregory Electrical Company, Inc.

PURCHASE ORDER NUMBER: P206649

PO CHANGE ORDER # 1

TYPE OF CHANGE (check all applicable boxes):

- ☒ Funding Increase (+) or (-) Decrease - Amount: \$ 102,874.62  
☐ Project Contingency Funds Utilized - Amount: \$ \_\_\_\_\_  
☐ Time Extension to Contract - Extension Date: \_\_\_\_\_  
☐ Revised Scope of Work to Contract (Attach Revised Scope)  
☐ Administrative Change: \_\_\_\_\_  
☐ Other Change: \_\_\_\_\_
- ☐ Subcontractors & OBO Notified (if subcontractors and/or OBO goals apply to the project)  
 Date OBO Notified \_\_\_\_\_

Brief Explanation/Justification: This invoice is related to the immediate emergency response provided by Gregory Electric to prevent the electrical failure at the Metro WWTP. This invoice was just presented today and we would like to add it to the existing emergency PO.

Current PO Amount: \$ 712,000 Requested Amount: \$ 102,874.62 Revised PO Amount: \$ 814,874.62

Accounting Information on Original PO: ORG 5529999 OBJ 658650 (Required)

Funding/Account Info for Change Order: ORG 5529999 OBJ 658650 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$0.00 - \$5,000.00):

Recommended for Approval: Dana Higgins 10/14/24  
 (Signature & Title) (Date)

Assistant City Manager (ACM) Approval (\$5,000.01 - \$25,000.00; Sign All Contract Amendments):

Recommended for Approval: [Signature] 10/14/2024  
 (Signature) (Date)

**\*\*Route this form to the Procurements & Contracts Department**

Director of Procurement & Contracts Approval: \_\_\_\_\_ City Manager Approval Needed Yes or No

Recommend for Approval: [Signature] 10/16/2024  
 (Signature) (Date)

City Manager Approval: [Signature] 10/22/2024  
 (Signature) (Date)

All PO Mod Form increases \$50,000.00 or greater must be approved by City Council. Date approved by City Council: \_\_\_\_\_

A copy of the final City Council minutes must be maintained with the purchasing file.

See code of ordinance: Sec. 2-207. - Award of contracts. (a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts in excess of up to and including \$50,000.00 shall be approved by the city council prior to award.





---

**TO:** Ms. Teresa Wilson, City Manager

**Cc:** Ms. Shannon Lizewski, Director of Procurement and Contracts

**FROM:** Trent Watford, Procurement Manager II - Operations 

**DATE:** October 16, 2024

**SUBJECT:** PO Mod for SS7646 Metro WWTP Emergency Electrical Upgrades

---

I have enclosed the subject Purchase Order (PO) Modification form for your review and signature approval. The increase amount of \$102,874.64 is for the invoice payment of Gregory Electric's initial and immediate responding efforts to restore power at the Metro WWTP. The initial efforts are related and in addition to the emergency procurement (also enclosed) in the amount of \$712,000.00 for the construction of main electrical system upgrades, replacement of obsolete/defunct electrical infrastructure, and tie over to the more stable electrical transmission service line, bypassing the failing equipment. This effort has been identified as an emergency due to the continued failure of critical components at the Metro WWTP that has resulted full power loss at Metro on multiple occasions.

With this increase, the revised PO amount of the emergency procurement will be \$814, 874.64, which will be ratified by City Council.

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



Department of Procurement and Contracts  
 1800 Main Street, 2<sup>nd</sup> Floor, Columbia, SC 29201 • Phone 803-545-3470

## INTER OFFICE MEMORANDUM

**TO:** Ms. Wilson

**CC:**

**FROM:** Anita Higgins

**SUBJECT:** LAD Emergency Procurement

**ASST. CITY MGR.:**

Emergency/Immediate: ☐ Med. Level of Urgency: ☐ Routine: ☐

**ACM JUSTIFICATION:**

**DATE:** 10/16/24

---

**COMMENTS:**

I have enclosed the subject documentation requesting: \_\_\_\_\_

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

**[Please check all applicable items below]**

This request is a:

\_\_\_\_ Sole Source Procurement

☒ Emergency Procurement

\_\_\_\_ Routine/Standard Purchase

\_\_\_\_ IT related Purchase

\_\_\_\_ Construction Contract

\_\_\_\_ Professional Services Agreement

\_\_\_\_ Construction Change Order

\_\_\_\_ Contract Amendment

\_\_\_\_ Contract Extension/Renewal

\_\_\_\_ New Purchase of Non-IT related Equipment

\_\_\_\_ PO Change / Modification Form

\_\_\_\_ New Purchase of IT goods or services

Previously procured item(s) or services: \_\_\_\_ Yes or \_\_\_\_ No

Budgeted item with funds readily available: \_\_\_\_ Yes or \_\_\_\_ No

Funds transfer will be required to procure  
 this item or service: \_\_\_\_ Yes or \_\_\_\_ No

Please return to Anita Higgins 1800 Main Street, Respectfully requested by \_\_\_\_\_

Attachments (\_\_\_\_)



Requisition# R230941  
pending budget transfer

JUSTIFICATION FOR  
 EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure construction services for the replacement of  
a damaged section of water main behind the Seven Oaks shopping center at<sup>(1)</sup>

6169 St. Andrews Road

as an emergency procurement from LAD Construction in the amount of \$55,886.25 which includes  
the full anticipated project cost from 552 9999 WM481501 658650.<sup>(2)</sup>

The funds are in the process of being transferred from WM432325 to WM481501.

The basis for this emergency determination and the reason no other vendor is suitable is:

the existing water main behind the shopping center experienced a leak which could not be repaired

due to the presence of structures encroaching in the existing easement.<sup>(3)</sup> Several businesses

were left without reliable water service until the water main could be relocated. LAD

construction was the first available approved contractor to respond to the site.

09/23/2024

Amount \$55,886.25

Date

Debra Higgins for Dana Higgins 9/26/24  
 Signature of Department Head Date

Shannon Lizerud 10/7/2024  
 Signature of Purchasing Agent Date

Kristine Githara 10/15/2024  
 Signature of Finance Director Date

John E. She 10/16/2024  
 Signature of Asst. City Manager Date

Karen Wilson 10/18/2024  
 Signature of City Manager Date

\*Form must be routed in  
 the order of the signatures\*

Notes: (1) Enter description of goods or services to be procured.

(2) Enter name of emergency contractor.

(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18 Form 0102

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



Department of Procurement and Contracts  
1800 Main Street, 2<sup>nd</sup> Floor, Columbia, SC 29201 · Phone 803-545-3470

## INTER OFFICE MEMORANDUM

**TO:** Ms. Wilson

**CC:**

**FROM:** Anita Higgins

**SUBJECT:** Dell Emergency Procurement

**ASST. CITY MGR.:**

Emergency/Immediate: ☐ Med. Level of Urgency: ☐ Routine: ☐

**ACM JUSTIFICATION:**

**DATE:** 9/12/24

---

**COMMENTS:**

I have enclosed the subject documentation requesting: \_\_\_\_\_

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

**[Please check all applicable items below]**

This request is a:

- |                                                        |                                                                   |
|--------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> Sole Source Procurement       | <input checked="" type="checkbox"/> Emergency Procurement         |
| <input type="checkbox"/> Routine/Standard Purchase     | <input type="checkbox"/> IT related Purchase                      |
| <input type="checkbox"/> Construction Contract         | <input type="checkbox"/> Professional Services Agreement          |
| <input type="checkbox"/> Construction Change Order     | <input type="checkbox"/> Contract Amendment                       |
| <input type="checkbox"/> Contract Extension/Renewal    | <input type="checkbox"/> New Purchase of Non-IT related Equipment |
| <input type="checkbox"/> PO Change / Modification Form | <input type="checkbox"/> New Purchase of IT goods or services     |

Previously procured item(s) or services: ☐ Yes or ☐ No

Budgeted item with funds readily available: ☐ Yes or ☐ No

Funds transfer will be required to procure  
this item or service: ☐ Yes or ☐ No

Please return to Anita Higgins 1800 Main Street, Respectfully requested by \_\_\_\_\_.

Attachments (\_\_\_\_)

## JUSTIFICATION FOR

Requisition# R230117

## EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure Replacement SCADA Systems (hardware)  
(See attached Quotes form the Dell under the State Contract)<sup>(1)</sup>

as an emergency procurement from Dell (See attached quotes from IT)

This is the second of three emergency justifications for this project.<sup>(2)</sup> CITI has already  
been approved.

The basis for this emergency determination and the reason no other vendor is suitable is:

This is an emergency due to the recent failure of the primary server at the Canal Plant. It was also determined  
that the existing SCADA platforms are no longer supported and security patches/updates are no longer available.<sup>(3)</sup>

They have also experience recent hard drive failures for the backup system that contain all system controls, data,  
and configurations used for continued water treatment. A SCADA system failure would be catastrophic.

9/11/2024

Amount\$ 97,736.50

Date

W. Frank Edrington  
Signature of Department Head

9/11/2024

Date

Shannon Ligenza  
Signature of Purchasing Agent

9/11/2024

Date

Kristine Githara  
Signature of Finance Director

9/12/2024

Date

John E. Sley  
Signature of Asst. City Manager

9/12/2024

Date

Jeffrey W. W.  
Signature of City Manager

9/16/2024

Date

**\*Form must be routed in  
the order of the signatures\***

Notes: (1) Enter description of goods or services to be procured.  
(2) Enter name of emergency contractor.  
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18 Form 0102

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.





## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 14, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

|                             |                                                                                |                   |                         |
|-----------------------------|--------------------------------------------------------------------------------|-------------------|-------------------------|
| <b>Quote Name:</b>          | <b>CITY OF COLUMBIA -<br/>132601629 - Tony R -<br/>Historian Server - R660</b> | <b>Sales Rep</b>  | Adam Paramo             |
| <b>Quote No.</b>            | <b>3000173287426.2</b>                                                         | <b>Phone</b>      | (800) 456-3355, 6180408 |
| <b>Total</b>                | <b>\$16,385.72</b>                                                             | <b>Email</b>      | Adam_Paramo@Dell.com    |
| <b>Customer #</b>           | 132601629                                                                      | <b>Billing To</b> | ACCOUNTS PAYABLE        |
| <b>Quoted On</b>            | Aug. 15, 2024                                                                  |                   | CITY OF COLUMBIA        |
| <b>Expires by</b>           | Sep. 14, 2024                                                                  |                   | ACCOUNTING DEPT         |
|                             | Dell NASPO Computer                                                            |                   | P O BOX 147             |
| <b>Contract Name</b>        | Equipment PA - South                                                           |                   | COLUMBIA, SC 29217-0001 |
|                             | Carolina                                                                       |                   |                         |
| <b>Contract Code</b>        | C000001099515                                                                  |                   |                         |
| <b>Customer Agreement #</b> | 23026 / 4400032694                                                             |                   |                         |
| <b>Solution ID</b>          | 18862800.2                                                                     |                   |                         |
| <b>Deal ID</b>              | 25508564                                                                       |                   |                         |

### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Adam Paramo

### Shipping Group

|                    |                        |
|--------------------|------------------------|
| <b>Shipping To</b> | <b>Shipping Method</b> |
| IT HELP DESK       | Standard Delivery      |
| CITY OF COLUMBIA   |                        |
| 1136 WASHINGTON ST |                        |
| FL 2 STE 202/204   |                        |
| COLUMBIA, SC 29201 |                        |
| (803) 545-3104     |                        |

| Product        | List Price  | Unit Price  | DOLQuantity | Subtotal    |
|----------------|-------------|-------------|-------------|-------------|
| PowerEdge R660 | \$49,727.40 | \$15,171.98 | 69.49% 1    | \$15,171.98 |

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|                |             |
|----------------|-------------|
| Subtotal:      | \$15,171.98 |
| Shipping:      | \$0.00      |
| Estimated Tax: | \$1,213.74  |

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|        |             |
|--------|-------------|
| Total: | \$16,385.72 |
|--------|-------------|

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## Shipping Group Details

### Shipping To

IT HELP DESK  
CITY OF COLUMBIA  
1136 WASHINGTON ST  
FL 2 STE 202/204  
COLUMBIA, SC 29201  
(803) 545-3104

### Shipping Method

Standard Delivery

|                                                                                                                                |          | Unit Price  | Quantity | Subtotal    |
|--------------------------------------------------------------------------------------------------------------------------------|----------|-------------|----------|-------------|
| <b>PowerEdge R660</b>                                                                                                          |          | \$15,171.98 | 1        | \$15,171.98 |
| Estimated delivery if purchased today:<br>Aug. 29, 2024<br>Contract # C000001099515<br>Customer Agreement # 23026 / 4400032694 |          |             |          |             |
| Description                                                                                                                    | SKU      | Unit Price  | Quantity | Subtotal    |
| PowerEdge R660 Server                                                                                                          | 210-BEQQ | -           | 1        | -           |
| Trusted Platform Module 2.0 V3                                                                                                 | 461-AAIG | -           | 1        | -           |
| 2.5" Chassis with up to 10 Hard Drives (SAS/SATA), PERC11, 1CPU                                                                | 321-BKFF | -           | 1        | -           |
| Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800                                           | 338-CHTG | -           | 1        | -           |
| No Additional Processor                                                                                                        | 374-BBBX | -           | 1        | -           |
| No HBM                                                                                                                         | 379-BFFD | -           | 1        | -           |
| Standard Heatsink for 1 CPU configuration (CPU less than or equal to 185W)                                                     | 412-ABCH | -           | 1        | -           |
| Performance Optimized                                                                                                          | 370-AAIP | -           | 1        | -           |
| 4800MT/s RDIMMs                                                                                                                | 370-AHCL | -           | 1        | -           |
| RAID 5                                                                                                                         | 780-BCDP | -           | 1        | -           |
| PERC H755 SAS Front                                                                                                            | 405-AAZB | -           | 1        | -           |
| Front PERC Mechanical Parts, rear load                                                                                         | 750-ADRI | -           | 1        | -           |
| Power Saving BIOS Settings                                                                                                     | 384-BBBH | -           | 1        | -           |
| UEFI BIOS Boot Mode with GPT Partition                                                                                         | 800-BBDM | -           | 1        | -           |
| 4 Very High Performance Fans for 2 CPU                                                                                         | 384-BCUJ | -           | 1        | -           |
| Dual, Redundant(1+1), Hot-Plug Power Supply, 1100W MM(100-240Vac) Titanium                                                     | 450-AKLF | -           | 1        | -           |
| Riser Config 4, Low Profile, 2x8 LP Slots (Gen5) + 1x16 LP Slot (Gen4), 1CPU                                                   | 330-BBZB | -           | 1        | -           |
| Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above                                               | 329-BJJY | -           | 1        | -           |
| iDRAC9, Enterprise 16G                                                                                                         | 528-CTIC | -           | 1        | -           |
| Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0                                                                       | 540-BCOB | -           | 1        | -           |
| LOM Blank                                                                                                                      | 540-BDMK | -           | 1        | -           |
| Standard Bezel                                                                                                                 | 325-BEVE | -           | 1        | -           |
| Dell Luggage Tag                                                                                                               | 350-BCKC | -           | 1        | -           |
| BOSS Blank                                                                                                                     | 403-BCID | -           | 1        | -           |
| No Quick Sync                                                                                                                  | 350-BBXM | -           | 1        | -           |

|                                                                                                                                                      |          |   |   |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---|---|--------------------|
| iDRAC9 Factory Generated Password for OCP cards                                                                                                      | 379-BETG | - | 1 | -                  |
| iDRAC Service Module (ISM), NOT Installed                                                                                                            | 379-BCQX | - | 1 | -                  |
| iDRAC Group Manager, Disabled                                                                                                                        | 379-BCQY | - | 1 | -                  |
| Windows Server 2022 Standard,16CORE,FI,No Med,No CAL, Multi Language                                                                                 | 634-BYJY | - | 1 | -                  |
| Windows Server 2022 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)                                                          | 528-CSCP | - | 1 | -                  |
| Windows Server 2022 Standard,16CORE,Media Kit, Multi Lang, (Downgrade not included)                                                                  | 634-BYLJ | - | 1 | -                  |
| Windows Server 2022 Standard,No Media,WS2019 Std Downgrade DF Media, Multi Language                                                                  | 528-CSCQ | - | 1 | -                  |
| Windows Server 2022 Standard,No Media, WS2019 Std Downgrade w/DVD Media,Multi Lang                                                                   | 634-BYLQ | - | 1 | -                  |
| Microsoft SQL Server 2022 Standard,OEM, Includes 5 USER CALs, NFI, ENGLISH                                                                           | 634-BZVP | - | 1 | -                  |
| Cable Management Arm                                                                                                                                 | 770-BDMT | - | 1 | -                  |
| ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar                                                                           | 770-BECD | - | 1 | -                  |
| No Systems Documentation, No OpenManage DVD Kit                                                                                                      | 631-AACK | - | 1 | -                  |
| PowerEdge R660 Shipping                                                                                                                              | 340-DBXZ | - | 1 | -                  |
| PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF                                                                             | 340-DBYC | - | 1 | -                  |
| PowerEdge R660 CE Marking, No CCC Marking                                                                                                            | 343-BBTR | - | 1 | -                  |
| R660 Dell label (BIS) for 2.5" Chassis                                                                                                               | 343-BBTS | - | 1 | -                  |
| ProSupport 7x24 Technical Support and Assistance 5 Years                                                                                             | 887-1064 | - | 1 | -                  |
| ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years                                                                         | 887-1073 | - | 1 | -                  |
| Dell Hardware Limited Warranty Plus On-Site Service                                                                                                  | 887-1076 | - | 1 | -                  |
| Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355 | 989-3439 | - | 1 | -                  |
| On-Site Installation Declined                                                                                                                        | 900-9997 | - | 1 | -                  |
| 32GB RDIMM, 4800MT/s Dual Rank                                                                                                                       | 370-AGZP | - | 2 | -                  |
| 1.92TB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD                                                                                    | 400-AZTN | - | 4 | -                  |
| Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)                                                   | 450-AALV | - | 2 | -                  |
| <b>Subtotal:</b>                                                                                                                                     |          |   |   | <b>\$15,171.98</b> |
| <b>Shipping:</b>                                                                                                                                     |          |   |   | <b>\$0.00</b>      |
| <b>Estimated Tax:</b>                                                                                                                                |          |   |   | <b>\$1,213.74</b>  |
| <b>Total:</b>                                                                                                                                        |          |   |   | <b>\$16,385.72</b> |

## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

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**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.





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|                             |                                |                   |                         |
|-----------------------------|--------------------------------|-------------------|-------------------------|
| <b>Quote Name:</b>          | <b>CITY OF COLUMBIA -</b>      | <b>Sales Rep</b>  | Adam Paramo             |
|                             | <b>132601629 - Tony R -</b>    | <b>Phone</b>      | (800) 456-3355, 6180408 |
|                             | <b>SCADA Servers - (2)R660</b> | <b>Email</b>      | Adam_Paramo@Dell.com    |
| <b>Quote No.</b>            | <b>3000173287422.2</b>         | <b>Billing To</b> | ACCOUNTS PAYABLE        |
| <b>Total</b>                | <b>\$25,831.84</b>             |                   | CITY OF COLUMBIA        |
| <b>Customer #</b>           | 132601629                      |                   | ACCOUNTING DEPT         |
| <b>Quoted On</b>            | Aug. 15, 2024                  |                   | P O BOX 147             |
| <b>Expires by</b>           | Sep. 14, 2024                  |                   | COLUMBIA, SC 29217-0001 |
| <b>Contract Name</b>        | Dell NASPO Computer            |                   |                         |
|                             | Equipment PA - South           |                   |                         |
|                             | Carolina                       |                   |                         |
| <b>Contract Code</b>        | C000001099515                  |                   |                         |
| <b>Customer Agreement #</b> | 23026 / 4400032694             |                   |                         |
| <b>Solution ID</b>          | 18862280.2                     |                   |                         |

### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Adam Paramo

### Shipping Group

|                    |                        |
|--------------------|------------------------|
| <b>Shipping To</b> | <b>Shipping Method</b> |
| IT HELP DESK       | Standard Delivery      |
| CITY OF COLUMBIA   |                        |
| 1136 WASHINGTON ST |                        |
| FL 2 STE 202/204   |                        |
| COLUMBIA, SC 29201 |                        |
| (803) 545-3104     |                        |

| Product        | List Price  | Unit Price  | DOLQuantity | Subtotal    |
|----------------|-------------|-------------|-------------|-------------|
| PowerEdge R660 | \$36,717.12 | \$11,959.20 | 67.43% 2    | \$23,918.40 |

---

|                |             |
|----------------|-------------|
| Subtotal:      | \$23,918.40 |
| Shipping:      | \$0.00      |
| Estimated Tax: | \$1,913.44  |
| <hr/>          |             |
| Total:         | \$25,831.84 |

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## Shipping Group Details

### Shipping To

IT HELP DESK  
CITY OF COLUMBIA  
1136 WASHINGTON ST  
FL 2 STE 202/204  
COLUMBIA, SC 29201  
(803) 545-3104

### Shipping Method

Standard Delivery

|                                                                                                                                |          | Unit Price  | Quantity | Subtotal    |
|--------------------------------------------------------------------------------------------------------------------------------|----------|-------------|----------|-------------|
| <b>PowerEdge R660</b>                                                                                                          |          | \$11,959.20 | 2        | \$23,918.40 |
| Estimated delivery if purchased today:<br>Aug. 29, 2024<br>Contract # C000001099515<br>Customer Agreement # 23026 / 4400032694 |          |             |          |             |
| Description                                                                                                                    | SKU      | Unit Price  | Quantity | Subtotal    |
| PowerEdge R660 Server                                                                                                          | 210-BEQQ | -           | 2        | -           |
| Trusted Platform Module 2.0 V3                                                                                                 | 461-AAIG | -           | 2        | -           |
| 2.5" Chassis with up to 10 Hard Drives (SAS/SATA), PERC11, 1CPU                                                                | 321-BKFF | -           | 2        | -           |
| Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800                                           | 338-CHTG | -           | 2        | -           |
| No Additional Processor                                                                                                        | 374-BBBX | -           | 2        | -           |
| No HBM                                                                                                                         | 379-BFFD | -           | 2        | -           |
| Standard Heatsink for 1 CPU configuration (CPU less than or equal to 185W)                                                     | 412-ABCH | -           | 2        | -           |
| Performance Optimized                                                                                                          | 370-AAIP | -           | 2        | -           |
| 4800MT/s RDIMMs                                                                                                                | 370-AHCL | -           | 2        | -           |
| RAID 1                                                                                                                         | 780-BCDN | -           | 2        | -           |
| PERC H755 SAS Front                                                                                                            | 405-AAZB | -           | 2        | -           |
| Front PERC Mechanical Parts, rear load                                                                                         | 750-ADRI | -           | 2        | -           |
| Power Saving BIOS Settings                                                                                                     | 384-BBBH | -           | 2        | -           |
| UEFI BIOS Boot Mode with GPT Partition                                                                                         | 800-BBDM | -           | 2        | -           |
| 4 Very High Performance Fans for 2 CPU                                                                                         | 384-BCUJ | -           | 2        | -           |
| Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium                                                      | 450-AKLF | -           | 2        | -           |
| Riser Config 4, Low Profile, 2x8 LP Slots (Gen5) + 1x16 LP Slot (Gen4), 1CPU                                                   | 330-BBZB | -           | 2        | -           |
| Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above                                               | 329-BJJY | -           | 2        | -           |
| iDRAC9, Enterprise 16G                                                                                                         | 528-CTIC | -           | 2        | -           |
| Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0                                                                       | 540-BCOB | -           | 2        | -           |
| LOM Blank                                                                                                                      | 540-BDMK | -           | 2        | -           |
| Standard Bezel                                                                                                                 | 325-BEVE | -           | 2        | -           |
| Dell Luggage Tag                                                                                                               | 350-BCKC | -           | 2        | -           |
| BOSS Blank                                                                                                                     | 403-BCID | -           | 2        | -           |
| No Quick Sync                                                                                                                  | 350-BBXM | -           | 2        | -           |

|                                                                                                                                                      |          |   |   |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---|---|--------------------|
| iDRAC9 Factory Generated Password for OCP cards                                                                                                      | 379-BETG | - | 2 | -                  |
| iDRAC Service Module (ISM), NOT Installed                                                                                                            | 379-BCQX | - | 2 | -                  |
| iDRAC Group Manager, Disabled                                                                                                                        | 379-BCQY | - | 2 | -                  |
| Windows Server 2022 Standard,16CORE,FI,No Med,No CAL, Multi Language                                                                                 | 634-BYJY | - | 2 | -                  |
| Windows Server 2022 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)                                                          | 528-CSCP | - | 2 | -                  |
| Windows Server 2022 Standard,16CORE,Media Kit, Multi Lang, (Downgrade not included)                                                                  | 634-BYLJ | - | 2 | -                  |
| Windows Server 2022 Standard,No Media,WS2019 Std Downgrade DF Media, Multi Language                                                                  | 528-CSCQ | - | 2 | -                  |
| Windows Server 2022 Standard,No Media, WS2019 Std Downgrade w/DVD Media,Multi Lang                                                                   | 634-BYLQ | - | 2 | -                  |
| Cable Management Arm                                                                                                                                 | 770-BDMT | - | 2 | -                  |
| ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar                                                                           | 770-BECD | - | 2 | -                  |
| No Systems Documentation, No OpenManage DVD Kit                                                                                                      | 631-AACK | - | 2 | -                  |
| PowerEdge R660 Shipping                                                                                                                              | 340-DBXZ | - | 2 | -                  |
| PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF                                                                             | 340-DBYC | - | 2 | -                  |
| PowerEdge R660 CE Marking, No CCC Marking                                                                                                            | 343-BBTR | - | 2 | -                  |
| R660 Dell label (BIS) for 2.5" Chassis                                                                                                               | 343-BBTS | - | 2 | -                  |
| ProSupport 7x24 Technical Support and Assistance 5 Years                                                                                             | 887-1064 | - | 2 | -                  |
| ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years                                                                         | 887-1073 | - | 2 | -                  |
| Dell Hardware Limited Warranty Plus On-Site Service                                                                                                  | 887-1076 | - | 2 | -                  |
| Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355 | 989-3439 | - | 2 | -                  |
| On-Site Installation Declined                                                                                                                        | 900-9997 | - | 2 | -                  |
| 32GB RDIMM, 4800MT/s Dual Rank                                                                                                                       | 370-AGZP | - | 8 | -                  |
| 960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD                                                                              | 400-AXSW | - | 4 | -                  |
| Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)                                                   | 450-AALV | - | 4 | -                  |
| Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2                                                                                | 540-BDGV | - | 2 | -                  |
| Windows Server 2022 Standard Edition, Add License,16CORE,NO MEDIA/KEY                                                                                | 634-BYJV | - | 2 | -                  |
| <b>Subtotal:</b>                                                                                                                                     |          |   |   | <b>\$23,918.40</b> |
| <b>Shipping:</b>                                                                                                                                     |          |   |   | <b>\$0.00</b>      |
| <b>Estimated Tax:</b>                                                                                                                                |          |   |   | <b>\$1,913.44</b>  |
| <b>Total:</b>                                                                                                                                        |          |   |   | <b>\$25,831.84</b> |

## Important Notes

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Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.





## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Oct. 04, 2024**.

You can download a copy of this quote during checkout.

**Place your order**

|                             |                          |                   |                         |
|-----------------------------|--------------------------|-------------------|-------------------------|
| <b>Quote Name:</b>          | <b>Lake Murray SCADA</b> | <b>Sales Rep</b>  | Adam Paramo             |
| <b>Quote No.</b>            | <b>Desktop</b>           | <b>Phone</b>      | 1(800) 4563355, 6180408 |
| <b>Total</b>                | <b>3000180482813.3</b>   | <b>Email</b>      | Adam_Paramo@Dell.com    |
| <b>Customer #</b>           | <b>\$6,650.63</b>        | <b>Billing To</b> | ACCOUNTS PAYABLE        |
| <b>Quoted On</b>            | 132601629                |                   | CITY OF COLUMBIA        |
| <b>Expires by</b>           | Sep. 04, 2024            |                   | ACCOUNTING DEPT         |
|                             | Oct. 04, 2024            |                   | P O BOX 147             |
|                             | Dell NASPO Computer      |                   | COLUMBIA, SC 29217-0001 |
| <b>Contract Name</b>        | Equipment PA - South     |                   |                         |
|                             | Carolina                 |                   |                         |
| <b>Contract Code</b>        | C000001099515            |                   |                         |
| <b>Customer Agreement #</b> | 23026 / 4400032694       |                   |                         |
| <b>Deal ID</b>              | 25508564                 |                   |                         |

### Message from your Sales Rep

Please review, if you have any questions/concerns or desire any changes please let me know. When you choose to order. Please open all deliveries and reconcile your order, as soon as they arrive. We can't guarantee arrival times. If you have a delivery deadline, you need to place your orders ASAP. Additionally keep in mind the estimated delivery date is if an order is placed the same day.

Regards,  
Adam Paramo

### Shipping Group

|                    |                        |
|--------------------|------------------------|
| <b>Shipping To</b> | <b>Shipping Method</b> |
| IT HELP DESK       | Standard Delivery      |
| CITY OF COLUMBIA   |                        |
| 1136 WASHINGTON ST |                        |
| FL 2 STE 202/204   |                        |
| COLUMBIA, SC 29201 |                        |
| (803) 545-3104     |                        |

| Product                              | Unit Price | Quantity | Subtotal |
|--------------------------------------|------------|----------|----------|
| Dell Vertical Desktop Stand - MFF/TC | \$12.00    | 4        | \$48.00  |
| Dell 24 Monitor - P2425H             | \$150.00   | 1        | \$150.00 |

|                                   |            |   |            |
|-----------------------------------|------------|---|------------|
| Dell 27 Monitor - P2725H          | \$175.00   | 5 | \$875.00   |
| OptiPlex Micro Form Factor (7020) | \$715.00   | 4 | \$2,860.00 |
| Dell Latitude 5430 Rugged         | \$2,225.00 | 1 | \$2,225.00 |
|                                   |            |   | <hr/>      |
| Subtotal:                         |            |   | \$6,158.00 |
| Shipping:                         |            |   | \$0.00     |
| Estimated Tax:                    |            |   | \$492.63   |
|                                   |            |   | <hr/>      |
| Total:                            |            |   | \$6,650.63 |

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## Shipping Group Details

### Shipping To

IT HELP DESK  
CITY OF COLUMBIA  
1136 WASHINGTON ST  
FL 2 STE 202/204  
COLUMBIA, SC 29201  
(803) 545-3104

### Shipping Method

Standard Delivery

|                                                                                                                                |          | Unit Price      | Quantity | Subtotal          |
|--------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|----------|-------------------|
| <b>Dell Vertical Desktop Stand - MFF/TC</b>                                                                                    |          | <b>\$12.00</b>  | <b>4</b> | <b>\$48.00</b>    |
| Estimated delivery if purchased today:<br>Sep. 10, 2024<br>Contract # C000001099515<br>Customer Agreement # 23026 / 4400032694 |          |                 |          |                   |
| Description                                                                                                                    | SKU      | Unit Price      | Quantity | Subtotal          |
| Dell Vertical Desktop Stand - MFF/TC                                                                                           | 452-BDUX | -               | 4        | -                 |
|                                                                                                                                |          | Unit Price      | Quantity | Subtotal          |
| <b>Dell 24 Monitor - P2425H</b>                                                                                                |          | <b>\$150.00</b> | <b>1</b> | <b>\$150.00</b>   |
| Estimated delivery if purchased today:<br>Sep. 10, 2024<br>Contract # C000001099515<br>Customer Agreement # 23026 / 4400032694 |          |                 |          |                   |
| Description                                                                                                                    | SKU      | Unit Price      | Quantity | Subtotal          |
| Dell 24 Monitor - P2425H                                                                                                       | 210-BMGH | -               | 1        | -                 |
| Dell Limited Hardware Warranty                                                                                                 | 814-5380 | -               | 1        | -                 |
| Advanced Exchange Service, 3 Years                                                                                             | 814-5381 | -               | 1        | -                 |
|                                                                                                                                |          | Unit Price      | Quantity | Subtotal          |
| <b>Dell 27 Monitor - P2725H</b>                                                                                                |          | <b>\$175.00</b> | <b>5</b> | <b>\$875.00</b>   |
| Estimated delivery if purchased today:<br>Sep. 09, 2024<br>Contract # C000001099515<br>Customer Agreement # 23026 / 4400032694 |          |                 |          |                   |
| Description                                                                                                                    | SKU      | Unit Price      | Quantity | Subtotal          |
| Dell 27 Monitor - P2725H                                                                                                       | 210-BMFJ | -               | 5        | -                 |
| Dell Limited Hardware Warranty                                                                                                 | 814-5380 | -               | 5        | -                 |
| Advanced Exchange Service, 3 Years                                                                                             | 814-5381 | -               | 5        | -                 |
|                                                                                                                                |          | Unit Price      | Quantity | Subtotal          |
| <b>OptiPlex Micro Form Factor (7020)</b>                                                                                       |          | <b>\$715.00</b> | <b>4</b> | <b>\$2,860.00</b> |
| Estimated delivery if purchased today:<br>Sep. 18, 2024<br>Contract # C000001099515<br>Customer Agreement # 23026 / 4400032694 |          |                 |          |                   |
| Description                                                                                                                    | SKU      | Unit Price      | Quantity | Subtotal          |
| OptiPlex Micro Form Factor 7020                                                                                                | 210-BKXM | -               | 4        | -                 |
| Intel Core i5 14500T vPro (24MB cache, 14 cores, 20 threads, up to 4.8 GHz, 35W)                                               | 338-CNCP | -               | 4        | -                 |
| Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish                                                           | 619-ARSB | -               | 4        | -                 |
| Activate Your Microsoft 365 For A 30 Day Trial                                                                                 | 658-BCSB | -               | 4        | -                 |
| 16GB DDR5 Memory, 2X8GB, 5600, Non-ECC, SoDIMM                                                                                 | 370-BBQB | -               | 4        | -                 |
| M.2 2230 256GB PCIe NVMe SSD Class 35                                                                                          | 400-BQSD | -               | 4        | -                 |

|                                                                                              |          |            |          |            |
|----------------------------------------------------------------------------------------------|----------|------------|----------|------------|
| M2X3.5 Screw for SSD/DDPE                                                                    | 773-BBBC | -          | 4        | -          |
| OptiPlex Micro with 35W CPU                                                                  | 329-BJWL | -          | 4        | -          |
| US Power Cord                                                                                | 450-AAZN | -          | 4        | -          |
| No Wireless LAN Card                                                                         | 555-BKHY | -          | 4        | -          |
| No Additional Video Ports                                                                    | 492-BCKH | -          | 4        | -          |
| Dell KB216 Wired Keyboard English                                                            | 580-ADJC | -          | 4        | -          |
| Dell Optical Mouse - MS116 (Black)                                                           | 570-ABIE | -          | 4        | -          |
| No Cover Selected                                                                            | 325-BCZQ | -          | 4        | -          |
| Dell Additional Software                                                                     | 634-CHFP | -          | 4        | -          |
| ENERGY STAR Qualified                                                                        | 387-BBLW | -          | 4        | -          |
| SERI Guide (ENG/FR/Multi)                                                                    | 340-AGIK | -          | 4        | -          |
| Watch Dog SRV                                                                                | 379-BFMR | -          | 4        | -          |
| Quick Start Guide, OptiPlex Micro                                                            | 340-DMHG | -          | 4        | -          |
| Trusted Platform Module (Discrete TPM Enabled)                                               | 329-BBJL | -          | 4        | -          |
| Shipping Material                                                                            | 340-CQYN | -          | 4        | -          |
| Shipping Label                                                                               | 389-BBUU | -          | 4        | -          |
| Low:FSJ Reg label for 90W adaptor                                                            | 389-FGFB | -          | 4        | -          |
| IRST Driver, MFF 7020                                                                        | 658-BFSV | -          | 4        | -          |
| Intel Core i5 Processor Label                                                                | 340-CUEW | -          | 4        | -          |
| Desktop BTO Standard shipment                                                                | 800-BBIO | -          | 4        | -          |
| 90 Watt A/C Adapter                                                                          | 450-ALFO | -          | 4        | -          |
| Custom Configuration                                                                         | 817-BBBB | -          | 4        | -          |
| EPEAT 2018 Registered (Gold)                                                                 | 379-BDZB | -          | 4        | -          |
| Internal Speaker, MFF 7020                                                                   | 520-BBFQ | -          | 4        | -          |
| No Option Included                                                                           | 340-ACQQ | -          | 4        | -          |
| No Out-of-Band Systems Management                                                            | 631-BBQD | -          | 4        | -          |
| Dell Limited Hardware Warranty Plus Service                                                  | 803-8583 | -          | 4        | -          |
| ProSupport: Next Business Day Onsite, 5 Years                                                | 803-8649 | -          | 4        | -          |
| ProSupport: 7x24 Technical Support, 5 Years                                                  | 803-8705 | -          | 4        | -          |
| Thank you choosing Dell ProSupport. For tech support, visit<br>//support.dell.com/ProSupport | 989-3449 | -          | 4        | -          |
|                                                                                              |          | Unit Price | Quantity | Subtotal   |
|                                                                                              |          | \$2,225.00 | 1        | \$2,225.00 |

**Dell Latitude 5430 Rugged**

Estimated delivery if purchased today:

Sep. 20, 2024

Contract # C000001099515

Customer Agreement # 23026 / 4400032694

| Description                                                         | SKU      | Unit Price | Quantity | Subtotal |
|---------------------------------------------------------------------|----------|------------|----------|----------|
| Dell Latitude 5430 Rugged                                           | 210-BCFW | -          | 1        | -        |
| Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro) | 379-BERT | -          | 1        | -        |
| Windows 11 Pro, English, French, Spanish                            | 619-AQLP | -          | 1        | -        |
| Activate Your Microsoft 365 For A 30 Day Trial                      | 658-BCSB | -          | 1        | -        |

|                                                                                                                                                                       |          |   |   |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---|---|---|
| Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics                                                                                                                 | 338-CCRK | - | 1 | - |
| ME Lockout MOD - Manageability                                                                                                                                        | 631-ADED | - | 1 | - |
| 16GB, 2x8GB, 3200 MHz DDR4 Non-ECC                                                                                                                                    | 370-AGTH | - | 1 | - |
| 256GB M.2 PCIe NVMe Class 35 Solid State Drive                                                                                                                        | 400-BMSB | - | 1 | - |
| 14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB<br>Anti-Glare, Outdoor Viewable, Passive Pen                                                                      | 391-BGGI | - | 1 | - |
| English US RGB Backlit Sealed Internal keyboard                                                                                                                       | 583-BILF | - | 1 | - |
| Intel AX210 WLAN Driver                                                                                                                                               | 555-BHCC | - | 1 | - |
| Intel AX210 Wireless Card with Bluetooth                                                                                                                              | 555-BHCH | - | 1 | - |
| Hot surface warning label                                                                                                                                             | 389-ECGC | - | 1 | - |
| Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery                                                                                                                 | 451-BCWC | - | 1 | - |
| 65W AC adapter, USB Type-C, Eco-design                                                                                                                                | 492-BDRC | - | 1 | - |
| No Fingerprint, no Smartcard reader                                                                                                                                   | 346-BHQQ | - | 1 | - |
| E4 Power Cord 1M for US                                                                                                                                               | 537-BBBL | - | 1 | - |
| Setup and Features Guide                                                                                                                                              | 340-CXCE | - | 1 | - |
| Dummy Airbay Cover                                                                                                                                                    | 325-BEIV | - | 1 | - |
| SERI Guide (ENG/FR/Multi)                                                                                                                                             | 340-AGIK | - | 1 | - |
| ENERGY STAR Qualified                                                                                                                                                 | 387-BBPC | - | 1 | - |
| Custom Configuration                                                                                                                                                  | 817-BBBB | - | 1 | - |
| Dell Applications for Windows 11                                                                                                                                      | 658-BFIP | - | 1 | - |
| Mix Ship, Notebook, 5430 Rugged                                                                                                                                       | 340-CYJC | - | 1 | - |
| Microphone +RGB HD camera; Touch; WLAN/WWAN<br>antennae; Pogo vehicle docking and RF passthrough                                                                      | 319-BBHV | - | 1 | - |
| EPEAT 2018 Registered (Silver)                                                                                                                                        | 379-BDTO | - | 1 | - |
| No Option Included                                                                                                                                                    | 340-ACQQ | - | 1 | - |
| Additional USB-A rear port                                                                                                                                            | 590-TFHR | - | 1 | - |
| Additional TBT/Type-C port                                                                                                                                            | 325-BEJZ | - | 1 | - |
| Rigid handle                                                                                                                                                          | 750-ADPK | - | 1 | - |
| ProSupport Plus: Next Business Day Onsite, 2 Years Extended                                                                                                           | 808-6796 | - | 1 | - |
| ProSupport Plus: Next Business Day Onsite, 3 Years                                                                                                                    | 808-6797 | - | 1 | - |
| Dell Limited Hardware Warranty Initial Year                                                                                                                           | 808-6805 | - | 1 | - |
| ProSupport Plus: Accidental Damage Service, 5 Years                                                                                                                   | 808-6826 | - | 1 | - |
| ProSupport Plus: Keep Your Hard Drive, 5 Years                                                                                                                        | 808-6827 | - | 1 | - |
| ProSupport Plus: 7X24 Technical Support, 5 Years                                                                                                                      | 808-6845 | - | 1 | - |
| Dell Limited Hardware Warranty Extended Year(s)                                                                                                                       | 975-3461 | - | 1 | - |
| Thank you for choosing Dell ProSupport Plus. For tech support,<br>visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115 | 997-8367 | - | 1 | - |
| Absolute Resilience Education 5 Year                                                                                                                                  | 365-1169 | - | 1 | - |
| Absolute Installation Fee                                                                                                                                             | 365-1245 | - | 1 | - |
| BIOS - Absolute Setting                                                                                                                                               | 376-9455 | - | 1 | - |

|                |            |
|----------------|------------|
| Subtotal:      | \$6,158.00 |
| Shipping:      | \$0.00     |
| Estimated Tax: | \$492.63   |
| <hr/>          |            |
| Total:         | \$6,650.63 |



## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

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For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

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**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.





**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP  
AMENDMENT, AND ZONING MAP AMENDMENT for  
713 Percival Road, TMS# 16813-03-05

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

Ordinance No.: 2024-080 - Annexing 713 Percival Road, TMS# 16813-03-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

Council District: 4

Proposal: Request to annex the property, assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) by Richland County.

Applicant: Dessi Gricelda Morales

Staff Recommendation: Approve

PC Recommendation: 09/12/2024; Approve, (7-0)

First reading approval was given on October 15, 2024.

**ATTACHMENTS:**

- **#a:** ANNEX-2024-0018\_Percival\_ZPH (PDF)
- **#b:** 2024-080 - Annexing 713 Percival Road (PDF)

Action Item (ID # 9681)

Meeting of November 19, 2024

**HISTORY:**

**10/15/24**

**Columbia City Council APPROVED ON FIRST READING.**



## CITY COUNCIL

October 15, 2024 at 4:00 P.M.

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

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

713 Percival Road, TMS# 16813-03-05

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|                                     |                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council District:</b>            | 4                                                                                                                                                                                                                                                                                                                 |
| <b>Proposal:</b>                    | Request to annex the property, assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) by Richland County. |
| <b>Applicant:</b>                   | Dessi Gricelda Morales                                                                                                                                                                                                                                                                                            |
| <b>Staff Recommendation:</b>        | Approval                                                                                                                                                                                                                                                                                                          |
| <b>PC Recommendation:</b>           | 09/12/2024; Approval, (7-0)                                                                                                                                                                                                                                                                                       |
| <b>ZPH, 1<sup>st</sup> Reading:</b> | 10/15/2024; Pending                                                                                                                                                                                                                                                                                               |
| <b>2<sup>nd</sup> Reading:</b>      | 11/05/2024; Pending                                                                                                                                                                                                                                                                                               |

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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**Acreage:** 0.49 acres  
**Current Use:** Undeveloped  
**Proposed Use:** Residential  
**Reason for Annexation:** Municipal Services  
**Urban Service Area:** Donut Hole - Secondary  
**Current County Land Use Classification:** Mixed Residential (High Density)  
**Proposed City Land Use Classification:** Urban Edge Mixed Residential (UEMR)  
**Current County Zoning:** Residential 2 (R2)  
**Proposed City Zoning:** Residential Mixed District (RM-1)  
**Census Tract:** 113.07

### DETERMINATION FOR CITY SERVICES

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The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

**Police**

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed 8-unit townhome-style rental development would be approximately \$1,700 per year, based on calls to similar nearby residential areas within the City limits.

#### **Fire**

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

#### **Solid Waste**

A rental development would require a private dumpster service.

#### **Engineering**

Because water lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation. Sanitary sewer service is provided by the East Richland County Public Service District.

#### **Water Customer Care**

Any new units would represent new customers, who will pay water rates approximately 40% lower than out-of-city customers.

#### **Planning & Development Services**

We recommend approval of the annexation of this property, which is within an area designated as a Donut Hole - Secondary Area within the Urban Service Area plan. An 8-unit townhome-style rental development is proposed for this site, though about half of the development is on a parcel that is already within the City of Columbia. Based upon the estimated taxable value of the development, the real estate tax revenue generated for the City would be **approximately \$6,200 per year** when comparing similar developments. **Please note** that both revenues and expenses are calculated on the entire development, even though about half is already within the City.

\* Estimated City Tax Revenue is based on 2023 millage for real property and calculated as:  $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$ . The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

## **PLANS, POLICIES, AND LAND USE**

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### **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*

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 designated as Mixed Residential (High Density) by Richland County.

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

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

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### **ZONING**

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The property is currently zoned Residential 2 (R2) by Richland County. The adjacent parcel to the north is under the same ownership as this application, is within the City of Columbia, and is zoned Residential Mixed District (RM-1). Adjacent parcels in unincorporated Richland County, to the south and to the east across Percival Road are currently zoned Residential 6 (R6). The parcel to the west is inside Forest Acres and is zoned Single Family Residential District (R-1).

The proposed City of Columbia Zoning is Residential Mixed District (RM-1).

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

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### **STAFF RECOMMENDATION**

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Staff recommends the assignment of the future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-1) at the time of annexation.





# Current Future Land Use Classification

# Proposed Future Land Use Classification

## Proposed Zoning District

**ORDINANCE NO.: 2024-080**

*Annexing 713 Percival Road, Richland County TMS #16813-03-05 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 \_\_\_\_\_, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 713 Percival Road, Richland County TMS #16813-03-05 containing .49 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 113.07, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-1).



PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16813-03-05

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 Gentry

Approved by:

City Manager

Approved as to form:

  
Deputy City Attorney

Introduced:  
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2024-080**  
**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and delineated as Lot 16 on a plat of ROCKYFORD LAKE ESTATES prepared by William Wingfield, RS dated November 19, 1958, revised January 17 and 25, 1959, and recorded in the Office of the ROD for Richland County in Plat Book 12 at Page 458. Said lot being more particularly shown as Lot 16 on a plat prepared for Dessi Gricelda Morales by Ben Whetstone Associates, dated September 22, 2022, and recorded in the Office of the Register of Deeds for Richland County in Plat book 2782, at page 1453; reference being made to said latter plat for more complete and accurate description; be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP  
AMENDMENT, AND ZONING MAP AMENDMENT for  
2318 Newell Road, TMS# 19208-02-13

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

Ordinance No.: 2024-081 - Annexing 2318 Newell Road, TMS# 19208-02-13 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Applicant: Wanda M. Chamberlain

Staff Recommendation: Approve

PC Recommendation: 09/12/2024; Approve, (7-0)

First reading approval was given on October 15, 2024.

**ATTACHMENTS:**

- **#a:** ANNEX-2024-0019\_Newell2318\_ZPH (PDF)
- **#b:** 2024-081 - Annex and Incorporate Newell Road 2318 (PDF)

Action Item (ID # 9682)

Meeting of November 19, 2024

**HISTORY:**

**10/15/24**

**Columbia City Council APPROVED ON FIRST READING.**



## CITY COUNCIL

October 15, 2024 at 4:00 P.M.

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

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

2318 Newell Road, TMS# 19208-02-13

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|                                     |                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council District:</b>            | 4                                                                                                                                                                                                                                                                                                                                      |
| <b>Proposal:</b>                    | Request to annex the property, assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County. |
| <b>Applicant:</b>                   | Wanda M. Chamberlain                                                                                                                                                                                                                                                                                                                   |
| <b>Staff Recommendation:</b>        | Approval                                                                                                                                                                                                                                                                                                                               |
| <b>PC Recommendation:</b>           | 09/12/2024; Approval, (7-0)                                                                                                                                                                                                                                                                                                            |
| <b>ZPH, 1<sup>st</sup> Reading:</b> | 10/15/2024; Pending                                                                                                                                                                                                                                                                                                                    |
| <b>2<sup>nd</sup> Reading:</b>      | 11/05/2024; Pending                                                                                                                                                                                                                                                                                                                    |

### CURRENT PARCEL CHARACTERISTICS / CONDITIONS

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**Acreage:** 0.30 acre  
**Current Use:** Residential  
**Proposed Use:** Residential  
**Reason for Annexation:** Municipal Services – Sewer Tap  
**Urban Service Area:** Donut Hole - Secondary  
**Current County Land Use Classification:** Neighborhood (Medium Density)  
**Proposed City Land Use Classification:** Urban Edge Residential Large Lot (UER-2)  
**Current County Zoning:** Residential 3 (R3)  
**Proposed City Zoning:** Residential Single Family Large Lot District (RSF-1)  
**Census Tract:** 116.08

### DETERMINATION FOR CITY SERVICES

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The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

#### **Police**

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this single-family residence would be **approximately \$100 per year**, based on calls to similar nearby residential areas within the City limits.

#### **Fire**

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

#### **Solid Waste**

The Solid Waste Division provides service to adjacent parcels within this subdivision. **The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.**

#### **Engineering**

Because water and sewer lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation.

#### **Water Customer Care**

The account owner(s) will pay water and sewer rates approximately 40% lower than out-of-city customers. The property is currently a water customer and will be a new sewer customer.

#### **Planning & Development Services**

We recommend approval of the annexation of this property, which is within an area designated as Donut Hole - Secondary within the Urban Service Area plan. There is currently a single-family residence on the property, and the owner is connecting to City sewer. The estimated real estate tax revenue generated for the City would be **approximately \$125 per year** based on the current taxable value for this location.

\* Estimated City Tax Revenue is based on 2023 millage for real property and calculated as:  $(\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938)$ . The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

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## **PLANS, POLICIES, AND LAND USE**

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#### **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*

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

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

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County, though the Central Midlands Council of Governments is currently facilitating a planning process in the area, the [\*Columbia East Traffic Improvement Area Plan\*](#).

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## **ZONING**

The property is currently zoned Residential 3 (R3) 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 3 (R3).

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.*

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## **STAFF RECOMMENDATION**

Staff recommends the assignment of the future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot District (RSF-1) at the time of annexation.



## Current Future Land Use Classification

# Proposed Future Land Use Classification



# Proposed Zoning District

**ORDINANCE NO.: 2024-081**

*Annexing 2318 Newell Road, Richland County TMS #19208-02-13 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 \_\_\_\_\_, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2318 Newell Road, Richland County TMS #19208-02-13 containing .30 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 116.08, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot District (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19208-02-13

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 Gentry

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

City Clerk

Introduced:  
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-081  
EXHIBIT "A"  
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with all the improvements thereon, situate, lying and being on the Southwest side of Newell Road, East of the Veterans Hospital, near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as LOT TWENTY NINE (29), BLOCK "C", on a plat of 'TWIN LAKES HILLS SECTION 2, prepared by McMillan Engineering Company, dated March 17, 1961, and recorded in plat book "S", at pages 60 & 61, in the office of the Clerk of Court for Richland County and being more particularly shown and delineated on a Plat prepared for J.B. Dotson, by McMillan Engineering Company, dated October 30, 1962, and recorded in the office of the Clerk of Court for Richland County in Plat Book 20, at page 269, and showing said lot to be bounded and measuring as follows, to-wit: On the Northeast by Newell Road, whereon it measures eighty-nine (89) feet; on the Southeast by Lot Thirty (30), Block "C", whereon it measures one hundred thirty-six and seven-tenths (136.7') feet; on the Southwest by portions of lots two (2) and Three (3), Block "C", whereon it measures ninety-two (92') feet; and on the Northwest by Lot Twenty-eight (28), Block "C", whereon it measures one hundred fifty eight and three-tenths (158.3') feet; be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** **ZONING MAP AMENDMENT for 5 acres bounded by Senate Street, Millwood Avenue, Heidt Street, and Short Street, TMS# 11410-19-01 (portion), 11410-19-44, 11410-19-49, 11410-19-51, 11410-19-56, 11410-19-58, & 11410-19-59**

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

Ordinance No.: 2024-057 - Amending the Official Zoning Map to modify the zoning for five acres bounded by Senate Street, Millwood Avenue, Heidt Street and Short Street, Richland County TMS #11410-19-01 (portion), TMS #11410-19-44, TMS #11410-19-49, TMS #11410-19-51, TMS #11410-19-56, TMS #11410-19-58 and TMS #11410-19-59

Council District: 2

**Proposal:** Request to rezone the property from Residential Single Family - Small Lot District (RSF-3), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), Residential Mixed District (RM-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), & Community Activity Center/Corridor (CAC), to Mixed-Use District (MU-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

**Applicant:** Willie Williams

**Staff Recommendation:** Approval

**PC Recommendation:** 06/13/2024; Approval (5-0)

First reading approval was given on July 16, 2024.



**ATTACHMENTS:**

- **#a:** ZMA2024-0006\_Village at Nazareth\_ZPH packet (PDF)
- **#b:** 2024-057 - Zoning Map Amendment to Rezone Senate-Millwood-Heidt-Short(PDF)

**HISTORY:****07/16/24****Columbia City Council APPROVED ON FIRST READING.**



## CITY COUNCIL

July 16, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

### ZONING MAP AMENDMENT CASE SUMMARY

5 acres bounded by Senate Street, Millwood Avenue, Heidt Street, and Short Street, TMS# 11410-19-01 (portion), 11410-19-44, 11410-19-49, 11410-19-51, 11410-19-56, 11410-19-58, & 11410-19-59

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|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:     | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Proposal:             | Request to rezone the property from Residential Single Family – Small Lot District (RSF-3), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), Residential Mixed District (RM-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), & Community Activity Center/Corridor (CAC), to Mixed-Use District (MU-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP). |
| Applicant:            | Willie Williams                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Staff Recommendation: | Approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| PC Recommendation:    | 06/13/2024; Approval, 5-0                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

### CURRENT PARCEL CHARACTERISTICS / CONDITIONS

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**Acreage:** 5 acres

**Current Use:** Vacant

**Proposed Use:** Multi-family, townhomes, commercial

**Future Land Use Classifications:** Urban Core Community Activity Center (UCAC-2) and Urban Core Residential Small Lot (UCR-1)

**Current Zoning:** Residential Single Family – Small Lot District (RSF-3), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), Residential Mixed District (RM-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), & Community Activity Center/Corridor (CAC)

**Proposed Zoning:** Mixed-Use District (MU-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP)

### PLANS, POLICIES, AND LAND USE

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#### Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Community Activity Center (UCAC-2) and Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map

*Refer to the attached land use classification descriptions.*

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

The subject property is located within the study area of two plans adopted by the City of Columbia: *A Plan for the Redevelopment of East Central City* (2004) and the *Lower Waverly Catalyst Redevelopment Plan* (2006).

The subject property is located within the study area of [\*A Plan for the Redevelopment of East Central City\*](#) (2004), more specifically within Cluster One (Section 2, Page 4).

The Plan's site analysis map indicates the subject property is in an area for potential revitalization (Section 3A, Page 5), and the community analysis heralds the designation of Lower Waverly as a local historic district and notes the existence of large vacant parcels contiguous to one another along major traffic corridors which offer greater visibility and the opportunity to have a greater impact for redevelopment (Section 3A, Page 7). The plan identifies the revitalization opportunities within the cluster, noting that:

- “the key for the Waverly neighborhood will be the development of the Harden St, Gervais St, and Millwood Rd traffic corridors from traditional commercial corridors into a higher-density single-family uses” (Section 3A, Page 8); and
- The revitalization opportunities in the Lower Waverly Neighborhood “predominantly remain east of Heidt St”, and notes the importance of the site visibility of the intersection of Gervais St and Millwood Ave, indicating “this intersection provides a great place to establish a gateway to downtown Columbia.” The plan further notes that “the redevelopment of this corridor as either high-density residential or mixed-use, develops a strong neighborhood identity... Any redevelopment of this area within the Lower Waverly Neighborhood should encompass the entire limits of the corridor.” (Section 3A, Page 8)

The Plan suggests a land use of Mixed Use Development north of the Senate Street right-of-way, and Attached Single Family Residential (Medium Density) south of the Senate Street right-of-way for the subject property (Section 4A, Page 1). An Activity Node is identified at the intersection of Gervais and Millwood, which the plan notes would service the three surrounding residential communities (Lyon St, Lower Waverly, and Waverly). The plan further notes that this node “should be developed as a mixed-use destination point. Retail and small office elements would cater towards the needs of the community while including a higher density residential component. The residential units, such as apartments or condominiums, would provide additional housing opportunities for residents. In addition, the increased density will provide additional customers necessary to support the retail services.” (Section 4A, Page 4)

The plan further indicates that “Medium-density residential corridors should be developed along... Millwood Ave. A medium density residential corridor will buffer the existing single-family residential neighborhoods from the busy collector streets” (Section 4A, Page 5). The general recommendations of the land use plan for Cluster One related to development (Section 4A, Page 6) include:

- Preserve the traditional single-family “core” neighborhoods
- Create centralized neighborhood activity nodes
- Redefine the traditional commercial corridors within the community
- Preserve, enhance, and create public open space
- Encourage home ownership and rehabilitation
- Create a pedestrian friendly environment
- Create gateways to downtown Columbia
- Enhance community identification

The Master Plan recommends the use of design guidelines for new construction, including for single-family, multi-family, and non-residential development, as well as for streetscaping. These guidelines, which can be found in Section 4B, Pages 1-8, set forth a number of goals for development and redevelopment, including the consistency with the rhythm of the historic neighborhoods, the provision of open space which serves as a place for the community to gather, strong visual corridors for pedestrian circulation and a strong sense of entry, compatibility with the surrounding community, the orientation of new buildings to the street with direct pedestrian connections between buildings and an ample public sidewalk with street trees, the routing of utility lines along existing and proposed alley corridors, and the designation of a gateway intersection at Gervais and Millwood which “shall be distinguished

through the use of additional landscape or architectural features including monuments, paving patterns, and/or public gathering spaces.”

The Plan identifies the area bounded by Gervais, Millwood, Santee, and Heidt as a Tier One Catalyst, Catalyst 1-2 (Section 5, Page 4). The recommendations for this catalyst, named the “Heidt Street Corridor,” were made before the substantial loss of residential fabric along Senate, Deal, and Heidt Streets within the subject property. The proposed catalyst project, which is illustrated and discussed further in the included attachments, includes the provision of a mixed-use element at the intersection of Gervais and Millwood, medium density housing fronting along Millwood, and the redevelopment of single family homes along Heidt. The Plan notes that “by placing the front doors fronting Millwood Ave and providing rear access garages, the street corridor of Millwood Ave that was formerly unused or commercial or vacant lots, will have a presence and create ‘eyes on the street’.” Second, these homes will help redefine the street corridor, while producing a physical edge or boundary to the Lower Waverly neighborhood, buffering the single-family homes from the traffic corridor. Third, this edge will give the Lower Waverly neighborhood an identity from Millwood Rd” (Section 5, Page 6). It emphasizes that **“all new site plans, architectural materials and designs should respect the existing fabric and style of the neighborhood”** (Section 5, Page 7, emphasis as included in the Plan document).

The [\*Lower Waverly Catalyst Redevelopment Plan\*](#) (2006) reiterates the recommendations of *A Plan for the Redevelopment of East Central City*, and sets forth three action steps: to increase the rate of owner-occupied units, to preserve the historic residential environment of the area, and to acquire parcels within the redevelopment area for rehabilitation and redevelopment (page 45).

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## ZONING

The subject property is currently zoned Residential Single Family – Small Lot District (RSF-3), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), Residential Mixed District (RM-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), & Community Activity Center/Corridor (CAC). The abutting parcels within the City of Columbia are zoned RSF-3, RD, and RM-1.

The proposed City of Columbia Zoning is Mixed-Use District (MU-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

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

### *Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP)*

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

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## STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classifications in the *Columbia Compass* comprehensive plan. The purpose of the Mixed-Use (MU-1) District is to provide lands that accommodate low density, walkable, mixed-use development in a gridded street pattern with varied lot sizes. Allowed uses include single family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, and personal services. Staff acknowledges that the proximity to major corridors such as Gervais and Millwood may make strictly single-family development of the subject parcels unfeasible, and believes that a mixed-use district would be an appropriate buffer between the more intense CAC district and the historic Waverly neighborhood.







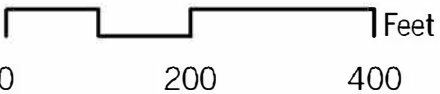
# Future Land Use

5 acres on Heidt Street, TMS# 11410-19-01, -44, -49, -51, -56, -58, and -59  
 Future Land Use: Urban Core Community Activity Center (UCAC-2)  
 and Urban Core Residential Small Lot (UCR-1)

19.a

## Legend

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

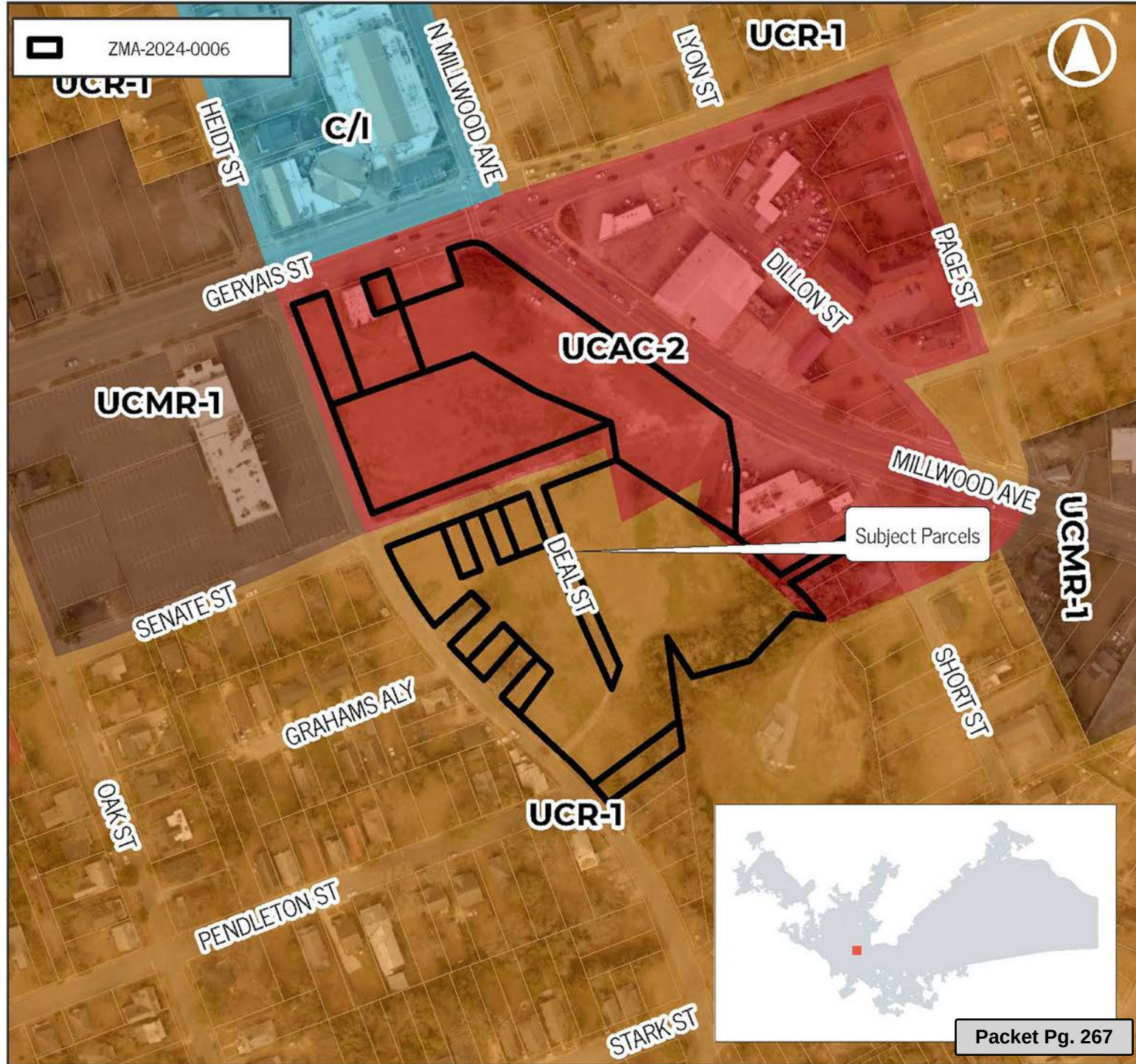


## Planning & Development Services Department

Created by: sw Hudson Date: 5/21/2024



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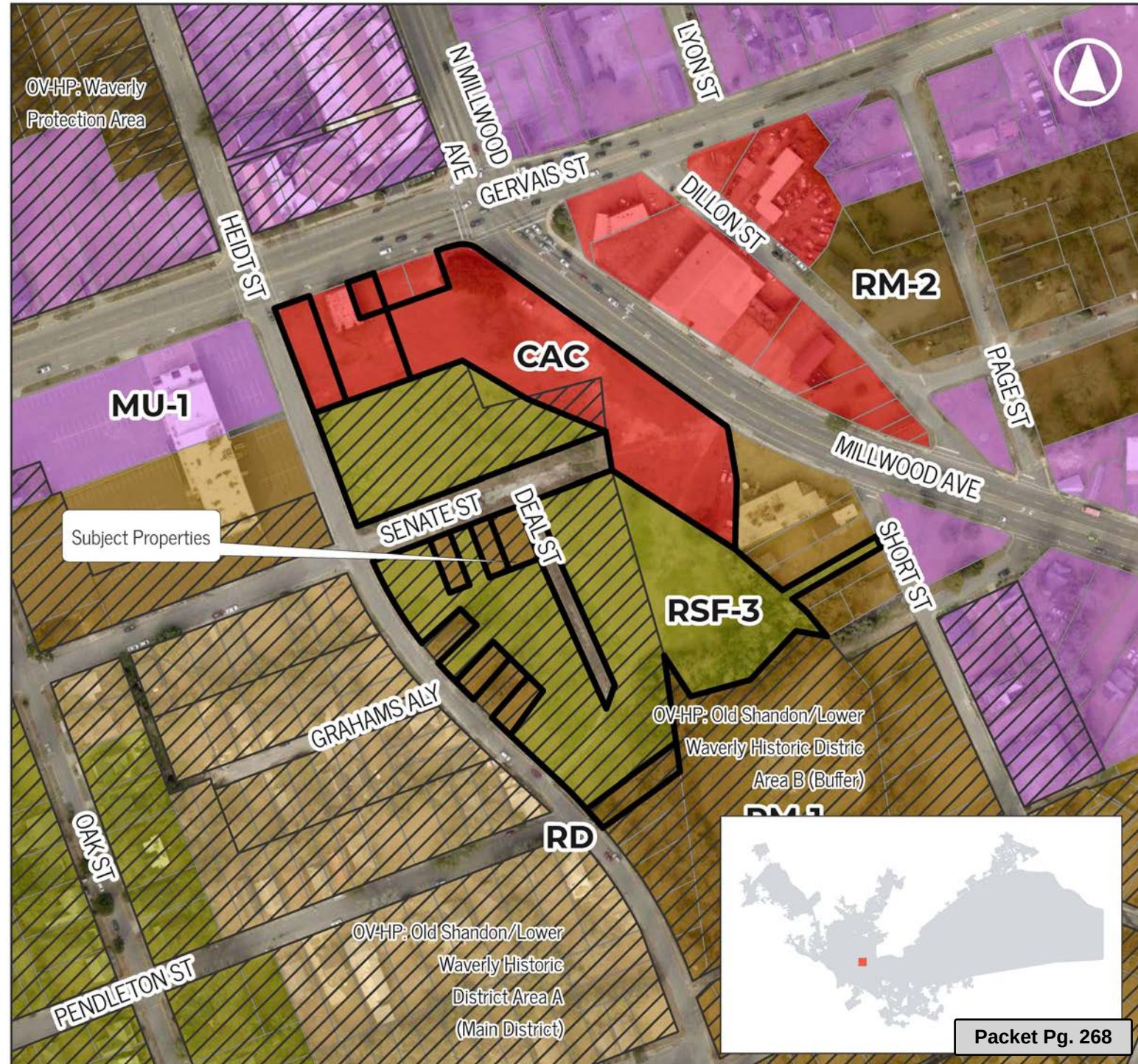
# Zoning

5 acres on Heidt Street, TMS# 11410-19-01, -44, -49, -51, -56, -58, and -59  
 Current Zoning: Community Activity Center/Corridor (CAC), Residential Single Family - Small Lot District (RSF-3), Residential Mixed (RM-1)  
 Proposed Zoning: Mixed Use (MU-1)

19.a

## Legend

- CAC: Community Activity Center/Corridor
- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- RD: Residential Two-Family District
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 200 400 Feet

## Planning & Development Services Department

Created by: swudson Date: 5/21/2024



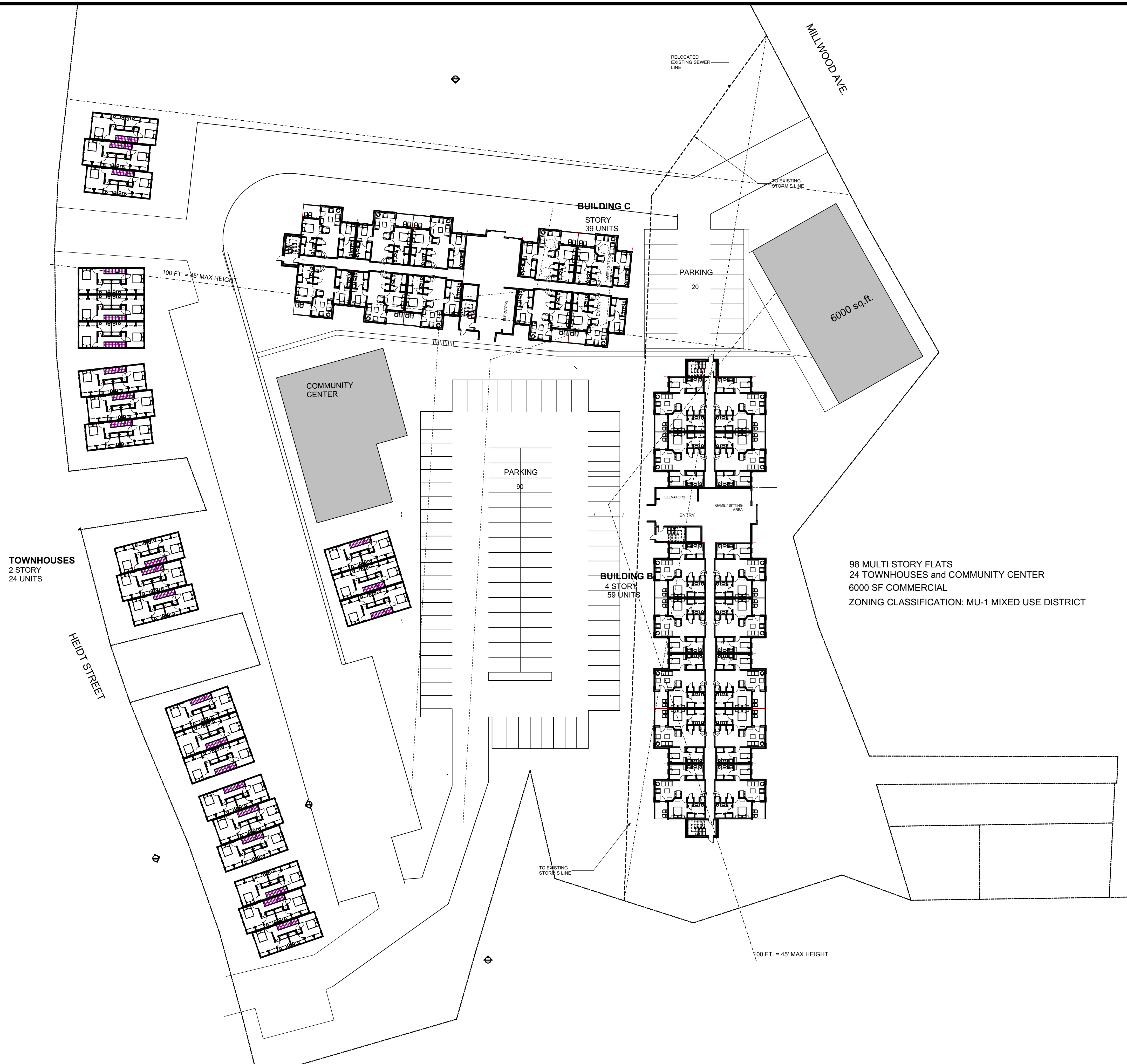
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# Proposed Zoning Boundary









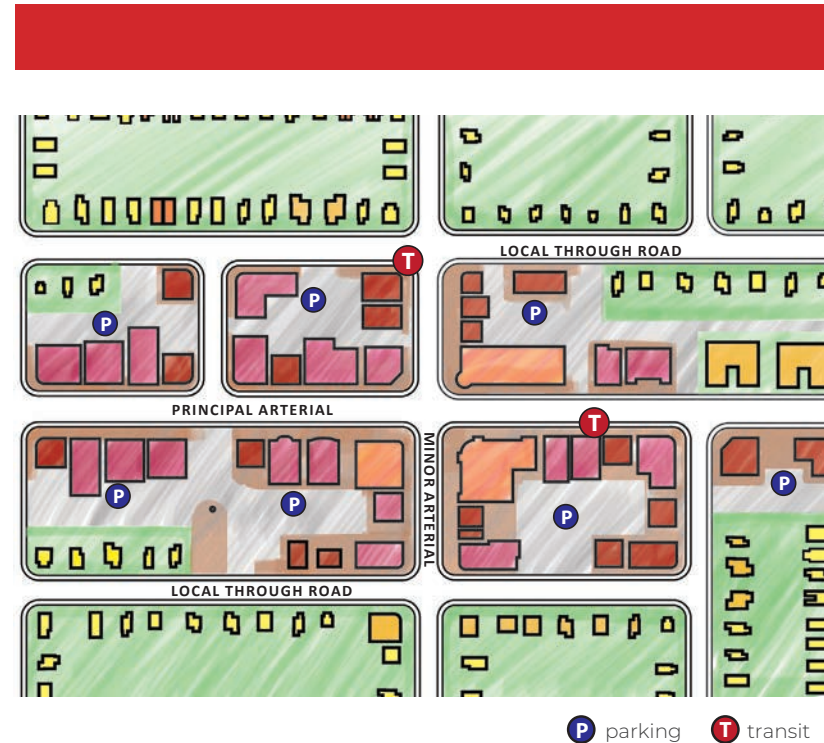


# Future Land Use Classifications

## Development Types

### URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



### UCAC-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

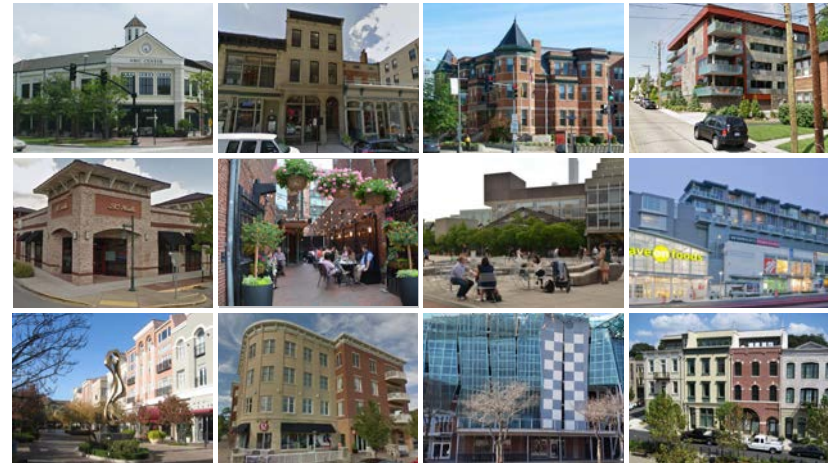
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

*See matrix for appropriate park/open space types.*

## Development Types

### UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to 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.
- 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, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- 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,



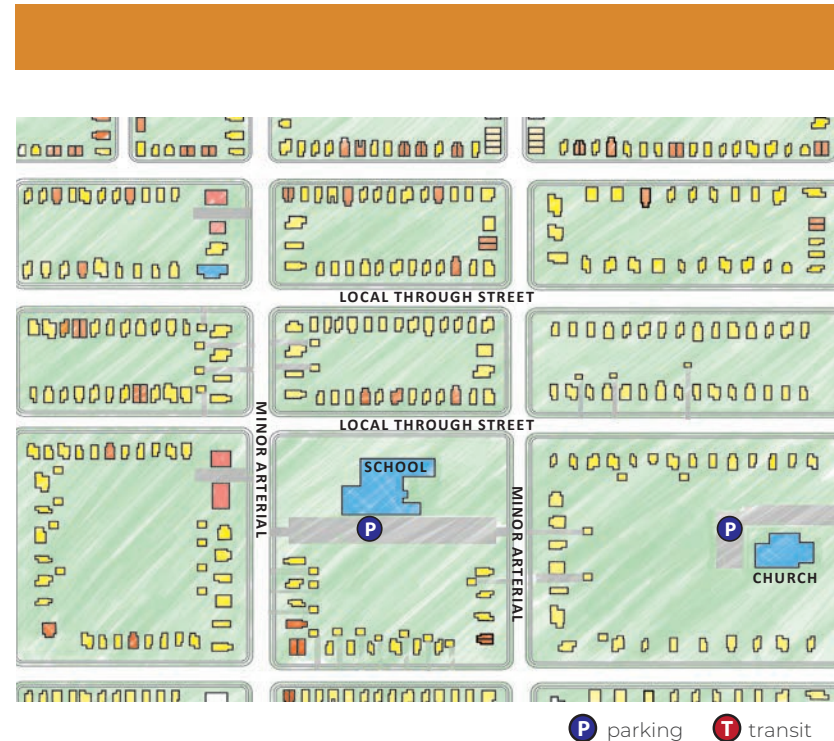
street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

## Development Types

### URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

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



### UCR-1 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached

#### SECONDARY TYPES

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

#### TERTIARY TYPES

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

*See matrix for appropriate park/open space types.*

## Development Types

### UCR-I DEVELOPMENT PATTERN/CONTEXT

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



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



# Area Plan Recommendations

# Catalysts

## Tier One Catalysts

### Catalysts

#### Catalyst 1-2 (Heidt Street Corridor)

##### Existing Conditions

The Heidt St corridor catalyst is +/- 19 acres in the Lower Waverly Neighborhood of Cluster One. The site is bordered by Heidt St to the west, Millwood Ave to the east, Gervais St to the north and Greene St to the south. **This area is predominately vacant property or single-family residential homes in blighted condition (zoned R-1) with some commercially zoned land and operating businesses (zoned C-3) fronting Millwood Ave.** The site slopes downward from Gervais St south along Heidt St towards Martin Luther King Park. The catalyst site is dominated by two large parcels of vacant land, which combined, account for +/- 7.5 acres of the catalyst area. The neighborhood has stated, and police reports indicate, that this vacant area is known to be a high crime zone.





# Catalysts

## Tier One Catalysts

### Catalysts

#### The Plan

The Heidt St catalyst is a unique opportunity to make a great impact for the Lower Waverly neighborhood and to create a significant gateway entering downtown Columbia. The Millwood Ave/Gervais St commuter traffic route brings +/- 27,000 cars a day to and from downtown Columbia.

The proposed uses for this catalyst include a mixed-use element at the intersection of Gervais St and Millwood Ave, medium density housing fronting Millwood Ave and the redevelopment of single-family homes along Heidt St and the crossing streets of Pendleton, Stark, and Greene. The mixed-use element of the catalyst would cater to small office or retail opportunities on the ground floor with a separate building dedicated for a restaurant. The second and third floors would contain residential apartments, which would provide a different housing option for the neighborhood. These apartments would contain a percentage of subsidized units (20% maximum) while the majority would be provided at market rate. The mixed-use could also incorporate a senior living element.

Medium density homes would be located along Millwood Ave and face the street. These homes will serve three vital roles in the development of the catalyst. First, by placing the front doors fronting Millwood Ave and providing rear access garages, the street corridor of Millwood Ave that was formerly unused commercial or vacant lots, will have a presence and create "eyes on the street." Second, these homes will help redefine the street corridor, while producing a physical edge or boundary to the Lower Waverly neighborhood, buffering the single-family homes from the traffic corridor. Third, this edge will give the Lower Waverly neighborhood an identity from Millwood Rd. In addition the density created by these homes will benefit the retail elements of the mixed-use project.

The proposed single-family homes are consistent with the existing single-family fabric that is already in place within the neighborhood. These new homes will provide a buffer between the existing community and the new higher density products along Millwood Rd and Gervais St, as well as provide additional residents needed to support the mixed-use development. Within this detached single-family area, duplexes would be placed on various corner lots to further offer various housing options.



# Catalysts

## Tier One Catalysts

### Catalysts

#### Design Elements

The Lower Waverly neighborhood has been designated a Level 3 Historic Preservation district by the City of Columbia. **All new site plans, architectural materials and designs should respect the existing fabric and style of the neighborhood.** By incorporating the Lower Waverly “style” into new construction, a stronger visual connection can be made between existing structures and the redeveloped areas.

The mixed-use portion of the catalyst would emphasize pedestrian elements to re-energize and redefine the street corridor. Front entrances and windows should face the intersection of Gervais St and Millwood Ave to create a street presence and visual interest in the project. This intersection is the best location for a neighborhood monument and/or gateway feature to define the community. The monument should be visually significant to express the character of the Lower Waverly neighborhood and the location’s significance as a gateway to downtown Columbia.

The medium density homes along Millwood Ave would be developed with rear-access garages with a common, secured access point. Eliminating curb cuts along Millwood Ave will enhance traffic safety within the corridor and create a stronger visual element for the new homes. The proposed lower density single-family homes will have architectural styles and lot placement consistent with the existing homes within the Lower Waverly community.

An important element in the Heidt St corridor catalyst is redefining the Gervais St/Millwood Ave traffic experience. Both Millwood Ave and Gervais St offer on-street parking, which are underutilized due to traffic speeds and volumes creating a situation that is unsafe. By eliminating some of these spaces near the intersection of Gervais St and Millwood Ave and introducing a strong streetscape corridor, including a planted center lane similar to that of Gervais St in the Vista, it will help redefine the Gervais St and Millwood Ave intersection as a gateway to the downtown Columbia. In addition, these new streetscape elements, such as wide sidewalks, street trees and street furniture, will help visually separate the traffic of Millwood Ave from the proposed medium density homes.



Existing



Proposed

| Catalyst 1-2 (Heidt St Corridor)                                      |                      |
|-----------------------------------------------------------------------|----------------------|
| Item                                                                  | Cost                 |
| Land Acquisition                                                      | \$ 3,995,500         |
| Street Improvement (Demolition, Infrastructure, Hardscape, Landscape) | \$ 2,696,700         |
| Site Development (Demolition, Infrastructure, Hardscape, Landscape)   | \$ 2,304,600         |
| Building Construction                                                 | \$ 24,600,000        |
| Architectural Fees                                                    | \$ 1,212,000         |
| Engineering Fees (10%)                                                | \$ 500,130           |
| Consultant Fees-Surveying, Environmental, Development (15%)           | \$ 750,195           |
| Contingency (20%)                                                     | \$ 5,920,260         |
| <b>Catalyst Total</b>                                                 | <b>\$ 41,979,385</b> |

These estimates of quantities, design fees and probable construction costs are for planning purposes only.

FAJ/JJG does not guarantee that proposals, bids or construction costs will not vary from our cost estimates

## Current Zoning Districts





## 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          |
| <b>1</b> Lot Width, min. (ft.)         | 75                         | 50             |
| Lot Coverage, max. (% of site area)    | N/A                        |                |
| Density, max. (du/acre)                | N/A                        |                |
| <b>2</b> Front Yard Setback, (ft.)     | Min.                       | 5 [1]          |
|                                        | Max.                       | 15 [1]         |
| <b>3</b> Side Yard Setback, min. (ft.) | 0 to 5                     |                |
| <b>4</b> Rear Yard Setback, min. (ft.) | 20                         |                |
| <b>5</b> 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. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                                          |                                                  |                                    |
|----------------------------------------------------------|--------------------------------------------------|------------------------------------|
| Dwelling, live-work <sup>1</sup>                         | Broadcasting studio                              | Public safety facility             |
| Dwelling, mixed-use                                      | Newspaper or periodical publishing establishment | Social services facility           |
| Dwelling, multifamily                                    | Community recreation center                      | College or university              |
| Continuing care retirement community (CCRC) <sup>1</sup> | Cultural facility                                | Elementary, middle, or high school |
| Dormitory, public                                        | Day care facility <sup>1</sup>                   | School, business or trade          |
| Fraternity or sorority house <sup>2</sup>                | Government office                                | Hospital                           |
| Residential care facility <sup>2</sup>                   | Library                                          | Laboratory, medical or dental      |
| Rooming house or boardinghouse <sup>2</sup>              | Membership organization facility                 | Medical or dental clinic/office    |
|                                                          | Place of worship <sup>1</sup>                    | Nursing care facility              |
|                                                          |                                                  | Arboretum or botanical garden      |

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**

|                                                        |                                                      |
|--------------------------------------------------------|------------------------------------------------------|
| Cemetery                                               | Performing arts center                               |
| Park or greenway <sup>1</sup>                          | Recreation facility, indoor, not elsewhere listed    |
| Park and ride                                          | Recreation facility, outdoor, not elsewhere listed   |
| Parking lot <sup>1</sup>                               | Consumer goods store                                 |
| Parking structure <sup>1</sup>                         | Convenience store <sup>2</sup>                       |
| Passenger terminal, surface transportation             | Farmers' market                                      |
| Utility facility, major <sup>2</sup>                   | Grocery store or food market                         |
| Utility facility, minor                                | Liquor store <sup>2</sup>                            |
| Kennel <sup>1</sup>                                    | Pawn shop <sup>2</sup>                               |
| Veterinary hospital or clinic <sup>1</sup>             | Gasoline sales and service station <sup>1</sup>      |
| Self-service storage <sup>1</sup>                      | Personal vehicle repair and maintenance <sup>1</sup> |
| Eating establishment only <sup>1</sup>                 | Vehicle equipment supplies sales and rentals         |
| Eating and drinking establishment, Type 1 <sup>1</sup> | Hotel or motel                                       |
| Eating and drinking establishment, Type 2 <sup>2</sup> | Community garden <sup>1</sup>                        |
| Funeral home or mortuary                               | Manufacturing, assembly, or fabrication, light       |
| Business/Professional office                           |                                                      |
| Contractor's office                                    |                                                      |
| Bank, retail                                           |                                                      |
| Beauty salon or barbershop                             |                                                      |
| Body piercing or tattoo establishment <sup>1</sup>     |                                                      |
| Dry cleaning pick-up <sup>1</sup>                      |                                                      |
| Laundry, coin-operated                                 |                                                      |
| Nail salon                                             |                                                      |
| Repair of personal goods                               |                                                      |
| Car wash                                               |                                                      |
| Banquet hall                                           |                                                      |

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



## RM-1: Residential Mixed District

### Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

### Intensity and Dimensional Standards

| Standard                            | Townhouse         | All Other Uses |
|-------------------------------------|-------------------|----------------|
| Lot Area, min. (sf.)                | 8,000[1]/1,500[2] | 5,000          |
| Lot Width, min. (ft.)               | 75[1]/18[2]       | 50             |
| Lot Depth, min. (ft.)               | 70                | 70             |
| Lot Coverage, max. (% of site area) | 50                | 50             |
| Density, max. (du/acre)             | N/A               | 8.7            |
| Front Yard Setback, min. (ft.)      | 15                | 15             |
| Side Yard Setback, min. (ft.)       | [3]               | 5              |
| Rear Yard Setback, min. (ft.)       | 10                | 10             |
| Building Height, max. (ft.)         | 40                | 40             |

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

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

### Use Standards

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

#### PRINCIPAL USES PERMITTED

|                                  |                                                 |                                             |
|----------------------------------|-------------------------------------------------|---------------------------------------------|
|                                  | Library                                         | Grocery store or food market <sup>2</sup>   |
| Cottage neighborhood development | Place of worship <sup>2</sup>                   | Community garden <sup>1</sup>               |
| Dwelling, live-work <sup>1</sup> | Public safety facility                          | Crop production and processing <sup>2</sup> |
| Dwelling, multifamily            | Elementary, middle, or high school <sup>2</sup> |                                             |
| Dwelling, single-family detached | Arboretum or botanical garden <sup>2</sup>      |                                             |
| Dwelling, townhouse              | Cemetery <sup>2</sup>                           |                                             |
| Dwelling, two-family             | Park or greenway <sup>1</sup>                   |                                             |
| Community recreation center      | Utility facility, major <sup>2</sup>            |                                             |
| Cultural facility <sup>2</sup>   | Utility facility, minor                         |                                             |
| Day care facility <sup>1</sup>   | Dry cleaning pick-up <sup>1</sup>               |                                             |

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



## RSF-3: Residential Single Family – Small Lot District

### Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

### Intensity and Dimensional Standards

| Standard                            | All Uses |
|-------------------------------------|----------|
| Lot Area, min. (sf.)                | 5,000    |
| Lot Width, min. (ft.)               | 50       |
| Lot Depth, min. (ft.)               | 70       |
| Lot Coverage, max. (% of site area) | 40       |
| Density, max. (du/acre)             | N/A      |
| Front Yard Setback, min. (ft.)      | 15       |
| Side Yard Setback, min. (ft.)       | 5        |
| Rear Yard Setback, min. (ft.)       | 10       |
| Building Height, max. (ft.)         | 40       |

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

### Use Standards

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

#### PRINCIPAL USES PERMITTED

|                                                 |                                             |
|-------------------------------------------------|---------------------------------------------|
|                                                 | Arboretum or botanical garden <sup>2</sup>  |
| Cottage Neighborhood Development                | Cemetery <sup>2</sup>                       |
|                                                 | Park or greenway <sup>1</sup>               |
| Dwelling, single-family detached                | Utility facility, major <sup>2</sup>        |
| Community recreation center                     | Utility facility, minor                     |
| Cultural facility <sup>2</sup>                  | Community garden <sup>1</sup>               |
| Day care facility <sup>2</sup>                  | Crop production and processing <sup>2</sup> |
| Library                                         |                                             |
| Place of worship <sup>2</sup>                   |                                             |
| Public safety facility                          |                                             |
| Elementary, middle, or high school <sup>2</sup> |                                             |

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-1: Mixed-Use District

### Purpose

The purpose of the Mixed-Use (MU-1) District is to provide lands that accommodate low-density, walkable, mixed-use development in a gridded street pattern with varied lot sizes.

Allowed uses include single-family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, personal services, and institutional 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.)               |      | [3]               |                              |                            |                |
| Lot Coverage, max. (% of site area) |      | 50                | N/A                          |                            |                |
| Density, max. (du/acre)             |      | N/A               |                              |                            |                |
| Front Yard Setback, (ft.)           | Min. | 15                | 0                            |                            |                |
|                                     | Max. | 20                |                              |                            |                |
| Side Yard Setback, min. (ft.)       |      | [4]               | 5                            |                            |                |
| Rear Yard Setback, min. (ft.)       |      | 10                |                              |                            |                |
| Building Height, max. (ft.)         |      | 40                |                              |                            |                |

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

[1] Applies to the development lot as whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] Lot depth for residential uses shall be a minimum of 60 feet.

[4] 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. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                  |                                                          |                                                 |
|----------------------------------|----------------------------------------------------------|-------------------------------------------------|
|                                  | Dwelling, two-family                                     | Government office                               |
| Cottage neighborhood development | Continuing care retirement community (CCRC) <sup>2</sup> | Library                                         |
| Dwelling, live-work <sup>1</sup> | Fraternity or sorority house <sup>2</sup>                | Place of worship <sup>1</sup>                   |
| Dwelling, mixed-use              | Residential care facility <sup>2</sup>                   | Public safety facility                          |
| Dwelling, multifamily            | Community recreation center                              | Social services facility                        |
| Dwelling, single-family detached | Cultural facility <sup>2</sup>                           | Elementary, middle, or high school <sup>2</sup> |
| Dwelling, townhouse              | Day care facility <sup>1</sup>                           | Medical or dental clinic/office                 |

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**MU-1: MIXED-USE**

Nursing care facility

Arboretum or botanical garden<sup>2</sup>

Cemetery<sup>2</sup>

Park or greenway<sup>1</sup>

Parking lot<sup>1</sup>

Utility facility, major<sup>2</sup>

Utility facility, minor

Eating establishment only<sup>1</sup>

Eating and drinking establishment,  
Type 1<sup>1</sup>

Eating and drinking establishment,  
Type 2<sup>2</sup>

Business/Professional office

Beauty salon or barbershop

Dry cleaning pick-up<sup>1</sup>

Laundry, coin-operated

Nail salon

Recreation facility, outdoor, not  
elsewhere listed

Consumer goods store

Farmers' market

Grocery store or food market

Bed and breakfast<sup>1</sup>

Community garden<sup>1</sup>

Crop production and processing

Manufacturing, assembly, or  
fabrication, light

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**ORDINANCE NO.: 2024-057**

*Amending the Official Zoning Map to modify the zoning for five acres bounded by Senate Street, Millwood Avenue, Heidt Street and Short Street, Richland County TMS #11410-19-01 (portion), TMS #11410-19-44, TMS #11410-19-49, TMS #11410-19-51, TMS #11410-19-56, TMS #11410-19-58 and TMS #11410-19-59*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for five acres bounded by Senate Street, Millwood Avenue, Heidt Street and Short Street, Richland County TMS #11410-19-01 (portion), TMS #11410-19-44, TMS #11410-19-49, TMS #11410-19-51, TMS #11410-19-56, TMS #11410-19-58 and TMS #11410-19-59; 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 \_\_\_\_\_, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as five acres bounded by Senate Street, Millwood Avenue, Heidt Street and Short Street, Richland County TMS #11410-19-01 (portion), TMS #11410-19-44, TMS #11410-19-49, TMS #11410-19-51, TMS #11410-19-56, TMS #11410-19-58 and TMS #11410-19-59 and as shown in Attachment A, is hereby rezoned from Residential Single Family – Small Lot District (RSF-3), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), Residential Mixed District (RM-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP), & Community Activity Center/Corridor (CAC) to Mixed-Use District (MU-1), a portion in the Old Shandon/Lower Waverly Historic Preservation Overlay District. The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

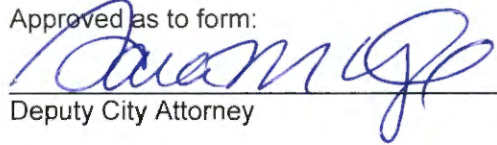
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

  
Deputy City Attorney

Introduced:  
Final Reading:

Mayor

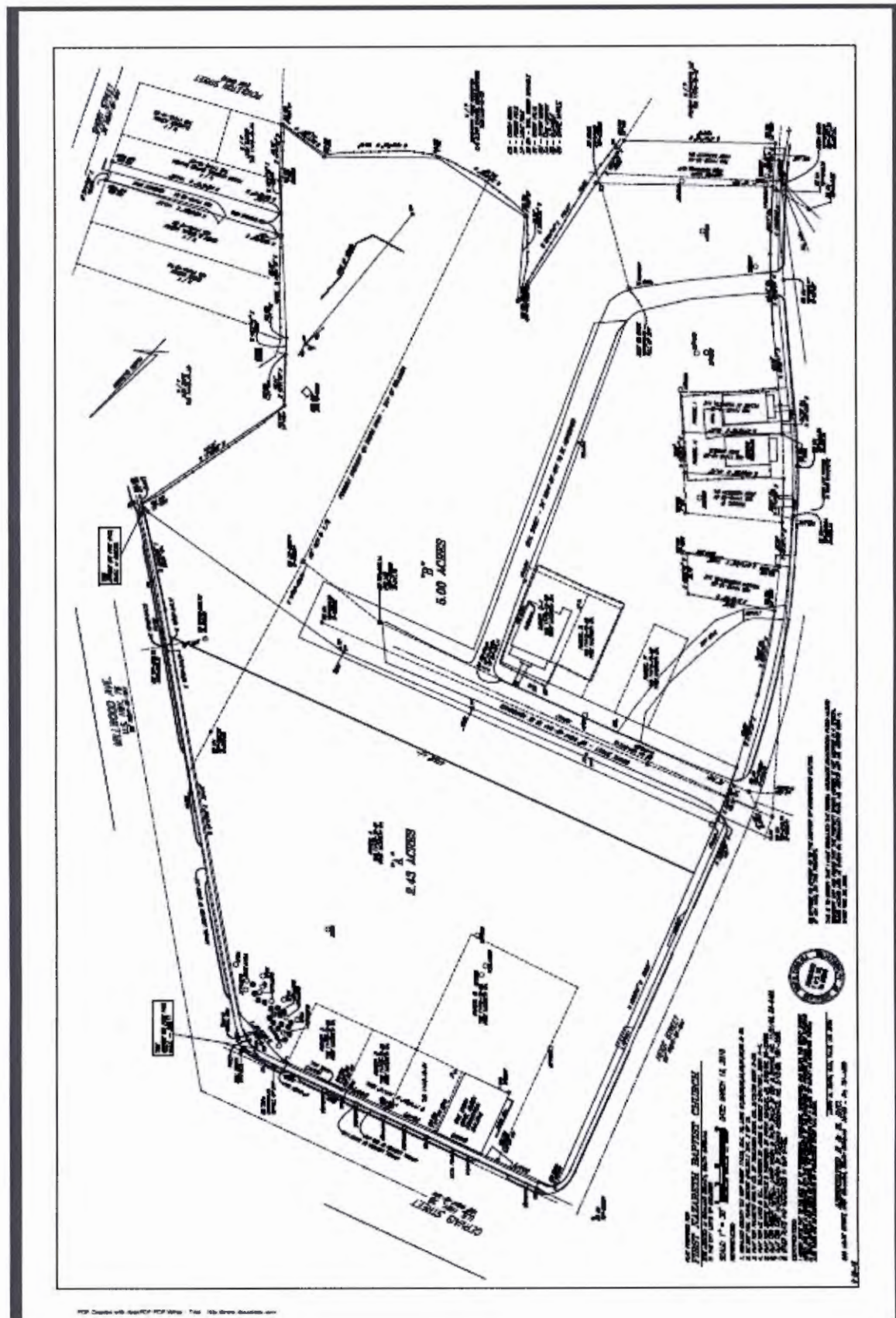
ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



Attachment A



LEGAL DEPARTMENT DRAFT





**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2024-083 - A Seventeenth Supplemental Ordinance providing for the issuance and sale of City of Columbia, South Carolina, waterworks and sewer system revenue bonds, in one or more series, in the aggregate principal amount of not exceeding \$66,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto

**REQUISITION NO.:** 2024-083

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**PURPOSE:**

First reading approval was given on October 15, 2024.

**ATTACHMENTS:**

- **#a:** 2024-083 - A Seventeenth Supplemental Bond Ordinance (2024 water and sewer bonds) (DOC)

**HISTORY:**

10/15/24

Columbia City Council APPROVED ON FIRST READING.

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CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2024-083

A SEVENTEENTH SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$66,000,000, IN ORDER TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES, CAPITALIZED INTEREST AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: \_\_\_\_\_, 2024

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 93-43 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), on May 21, 1993 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Seventeenth Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in any Initial Bond held by the Depository. In determining any Beneficial Owner the City, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any New Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bond Purchase Agreement” shall mean one or more Bond Purchase Agreements relating to the sale of the New Bonds, to be dated the date of execution and delivery thereof between the Underwriters and the City, as amended or supplemented thereto.

“Bonds of 2016A” shall mean the original principal amount \$63,325,000 Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which \$27,075,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2016B” shall mean the original principal amount \$146,710,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B, dated December 8, 2016, of which \$137,205,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2018” shall mean the original principal amount \$87,340,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2018, dated June 21, 2018, of which \$47,010,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2019A” shall mean the original principal amount \$131,085,000 Waterworks and Sewer System Revenue Bonds, Series 2019A, dated December 5, 2019, of which \$87,295,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2019B” shall mean the original principal amount \$143,855,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2019B, dated December 5, 2019, of which \$117,610,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2019C” shall mean the original principal amount \$6,875,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2019C, dated December 5, 2019, of which \$4,980,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2021A” shall mean the original principal amount \$18,935,000 Waterworks and Sewer System Revenue Bonds, Series 2021A, dated March 17, 2021, of which \$18,180,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2021B” shall mean the original principal amount \$116,600,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2021B, dated March 17, 2021, of which \$114,410,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2022” shall mean the original principal amount \$73,815,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2022, dated December 8, 2022, of which \$73,105,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2023A” shall mean the original principal amount \$46,325,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2023A, dated December 7, 2023, all of which are outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2023B” shall mean the original principal amount \$80,410,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2023B, dated December 7, 2023, of which \$78,535,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the New Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the New Bonds may be transferred only through a book-entry and (b) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the New Bonds, when subject to the Book-Entry System.

“Business Day” shall mean, with respect to the New Bonds issued pursuant to this Seventeenth Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be a legal holiday or a day on which banking institutions are authorized by law or executive order to close in the State or the state in which the respective offices of the Paying Agent and the Registrar are located.

“City Representatives” shall mean the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” shall have the meaning given that term in Section 15 hereof.

“Council” shall mean the City Council of the City.

“Custodian” shall mean the bank, depository or trust company selected by the City as custodian of the Series Construction Fund.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 15A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“Eleventh Supplemental Ordinance” shall mean Eleventh Supplemental Ordinance No. 2016-046 of the Council of the City enacted on September 6, 2016.

“Fifteenth Supplemental Ordinance” shall mean Fifteenth Supplemental Ordinance No. 2022-012 of the Council of the City enacted on October 4, 2022.

“Fifth Supplemental Ordinance” shall mean Fifth Supplemental Ordinance No. 2007-072 of the Council of the City enacted on September 19, 2007, as supplemented by the Sixth Supplemental Ordinance and the Seventh Supplemental Ordinance.

“Fourteenth Supplemental Ordinance” shall mean Fourteenth Supplemental Ordinance No. 2020-098 of the Council of the City enacted on November 10, 2020.

“Initial Bonds” shall mean the New Bonds initially issued in Book-Entry Form as provided in Section 4 hereof.

“Insurer” shall mean each insurance company providing a Surety Bond, or any successor thereto or assignee thereof.

“Insurer Default” shall mean there shall exist a default in the payment by the Insurer of principal of or any interest on any New Bond when required to be made by the applicable Surety Bond.

“Interest Payment Date” shall mean February 1 and August 1 of each year commencing August 1, 2025 or as otherwise determined by the City Representatives pursuant to Section 11 hereof.



“Letter of Credit” shall mean, subject to Section 8 hereof, a letter of credit (if any) issued by a bank or other financial institution satisfactory to the City, to satisfy all or a portion of the Series Reserve Fund Requirement.

“New Bonds” shall mean the City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding \$66,000,000, in order to finance the Costs of Acquisition and Construction of the New Projects (including interest coming due on a portion of the New Bonds), to fund deposits to the Series Debt Service Reserve Funds, if any, or otherwise satisfy the Series Reserve Fund Requirements, if any, applicable thereto as provided herein and to finance Costs of Issuance, authorized to be issued hereunder.

“New Projects” shall mean, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in Schedule I hereto, and such other improvements as the City may deem necessary or incidental to the System.

“Outstanding Parity Bonds” shall mean, as of the date of this Seventeenth Supplemental Ordinance, the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C, the Bonds of 2021A, the Bonds of 2021B, the Bonds of 2022, the Bonds of 2023A and the Bonds of 2023B.

“Paying Agent” shall mean the bank, trust company or other financial institution selected by the City Representatives to act as Paying Agent for the New Bonds.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Registrar” shall mean the bank, trust company or other financial institution selected by the City Representatives to act as Registrar for the New Bonds.

“Reimbursement Agreement” shall mean, subject to Section 8, a reimbursement agreement between the City and the Insurer relating to a Surety Bond.

“Seventh Supplemental Ordinance” shall mean Seventh Supplemental Ordinance No. 2009-83 of the Council of the City enacted on August 19, 2009.

“Series Construction Fund” shall mean one or more Funds established pursuant to Section 13 hereof into which a portion of the proceeds of a Series of the New Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Acquisition and Construction of the New Projects (including interest coming due on such Series of New Bonds, subject to Section 7 hereof) and Costs of Issuance, as applicable. Pursuant to Section 13, each Series Construction Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Debt Service Fund” shall mean one or more Funds established pursuant to Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Debt Service Fund shall be further

identified or designated to relate to the specific Series of the New Bonds issued hereunder, and may include a capitalized interest account therein for the payment of interest coming due on such Series of New Bonds.

“Series Debt Service Reserve Fund” shall mean one or more Funds, if any, established pursuant to Section 8 hereof (a) to insure the timely payment of the principal and interest on the New Bonds related thereto; and (b) to provide for the redemption of the Series of the New Bonds related thereto. Pursuant to Section 8, each Series Debt Service Reserve Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Reserve Fund Requirement” shall mean the amount, if any, established pursuant to Section 8 hereof.

“Sixteenth Supplemental Ordinance” shall mean Sixteenth Supplemental Ordinance No. 2023-109 of the Council of the City enacted on September 19, 2023.

“Sixth Supplemental Ordinance” shall mean Sixth Supplemental Ordinance No. 2009-87 of the Council of the City enacted on August 19, 2009.

“Surety Bond” shall mean, subject to Section 8, the reserve policy or surety bond, if any, issued by the Insurer in connection with the New Bonds and payable to the Paying Agent.

“Thirteenth Supplemental Ordinance” shall mean Thirteenth Supplemental Ordinance No. 2019-024 of the Council of the City enacted on September 17, 2019.

“Twelfth Supplemental Ordinance” shall mean Twelfth Supplemental Ordinance No. 2018-012 of the Council of the City enacted on May 1, 2018.

“Underwriters” shall mean the firm or firms designated to serve as underwriter for the New Bonds, as selected by the City Representatives pursuant to Section 11 hereof.

“Value” or “Values” means, if a Surety Bond is in effect for a Series of New Bonds, with respect to any Permitted Investments for the Series Debt Service Fund and Series Debt Service Reserve Fund established for such Series of New Bonds, the amount calculated under the Ordinance determined as of any date of calculation as follows:

- (a) the bid price published by a nationally recognized pricing service as selected by the City in its sole discretion;
- (b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and
- (c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Insurer.

## Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) This Seventeenth Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The New Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the Ordinance.

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eleventh Supplemental Ordinance for the payment and security of the Bonds of 2016A and the Bonds of 2016B; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Twelfth Supplemental Ordinance for the payment and security of the Bonds of 2018; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Thirteenth Supplemental Ordinance for the payment and security of the Bonds of 2019A, the Bonds of 2019B and the Bonds of 2019C; (iv) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Fourteenth Supplemental Ordinance for the payment and security of the Bonds of 2021A and the Bonds of 2021B; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Fifteenth Supplemental Ordinance for the payment and security of the Bonds of 2022; (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Sixteenth Supplemental Ordinance for the payment and security of the Bonds of 2023A and the Bonds of 2023B; and (vii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Seventeenth Supplemental Ordinance for the payment and security of the New Bonds.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The period of usefulness of the System is in excess of thirty (30) years from the date hereof.

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance and interest coming due on any New Bonds) are approximately \$58,500,000 to be financed in part with the proceeds of the New Bonds.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act. Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

(h) Section 12.1 of the General Bond Ordinance provides that the obligations of the City under the Ordinance and the liens, pledges, charges, trusts, covenants and agreements of the City made or provided for therein shall be fully discharged and satisfied as to any Bond, and such Bond shall no longer be deemed to be Outstanding under the General Bond Ordinance when payment of the principal of, redemption premium, if any, and interest on such Bond shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Paying Agent and Registrar for the New Bonds.

(i) Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder with respect to a Series of the New Bonds, it shall secure only such Series of New Bonds, and the Series Reserve Fund Requirement (if any) will be satisfied through the deposit of cash (at such time as may be determined by the City Representatives pursuant to Section 8 hereof), the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(j) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$66,000,000, for one or more of the following purposes: (1) to improve and enlarge the System (i.e., the New Projects); (2) to pay interest coming due on the New Bonds; (3) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety Bond, the provision of a Letter of Credit or any combination thereof, and (4) to pay the Cost of Issuance of the New Bonds.

(k) It is necessary and in the best interest of the City to undertake the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$66,000,000 in accordance with the Ordinance, the Act, and this Seventeenth Supplemental Ordinance for the purposes and subject to the limitations set forth above, which New Bonds shall be issued on a parity with the Outstanding Parity Bonds.

### Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated “City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series, purpose for issuance and taxable status, if applicable]” (collectively, the “New Bonds”), in the aggregate principal amount of not exceeding \$66,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(j) hereof.

The New Bonds shall mature on February 1 in each of the years (the “Principal Payment Dates”) and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year composed of twelve 30-day months), as determined by the City Representatives pursuant to Section 11 hereof.

(b) Such of the New Bonds as the City Representatives shall determine pursuant to Section 11 hereof shall be subject to mandatory redemption at a redemption price equal to the principal amount of the New Bonds to be redeemed, together with interest accrued from the date of redemption, in the years and in the amounts determined by the City Representatives pursuant to Section 11 hereof.

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation New Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such New Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each New Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the New Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

(c) The Registrar, without further authorization or direction from the City, shall give notice of all mandatory redemptions within the time periods and in the manner specified in Article V of the General Bond Ordinance.

(d) The New Bonds shall originally be dated the date of delivery of the New Bonds, or such other date as the City Representatives shall determine pursuant to Section 11 hereof, and shall be issued as fully registered Bonds in the denominations of \$5,000 and integral multiples of \$5,000, or in such other denominations determined by the City Representatives pursuant to Section 11 hereof. The New Bonds shall be numbered and lettered in such a fashion as to maintain a proper record thereof.

(e) Principal of and redemption premium, if any, on the New Bonds shall be payable at the designated corporate trust office of the Paying Agent. Interest on the New Bonds shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, in the case of a Holder of \$1,000,000 or more in principal amount of New Bonds, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder.

(f) The New Bonds and the assignment provisions pertaining thereto shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as



are otherwise permitted or required by law or by the Ordinance, including this Seventeenth Supplemental Ordinance.

(g) A copy of the approving opinion to be rendered on the New Bonds shall be attached to each New Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a manual or facsimile signature of the Clerk of the City. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of Burr & Forman LLP, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Seventeenth Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Seventeenth Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

### Section 5. Optional Redemption of New Bonds.

Such of the New Bonds as may be determined by the City Representatives pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the City upon the written direction of the City, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall be determined by the City Representatives pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

### Section 6. Payment of the New Bonds.

The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Net Revenues of the System in accordance with the provisions of the Ordinance including this Seventeenth Supplemental Ordinance. The New Bonds shall be issued on a parity with the pledge of Net Revenues securing the Outstanding Parity Bonds.

The New Bonds, and the interest thereon, shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues of the City other than such of the Net Revenues of the System as are hereby pledged to the payment thereof. No recourse shall be had for the payment of the New Bonds, or the interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the New Bonds. The full faith, credit and taxing powers of the State of South Carolina or of the City are not pledged to the payment of the principal of or the interest on the New Bonds, and the New Bonds shall never constitute an indebtedness of the City within the meaning of any State constitutional provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

### Section 7. Establishment of Series Debt Service Fund.

In accordance with Section 6.5 of the General Bond Ordinance, the Series Debt Service Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Fund" with respect to the related Series of New Bonds. Notwithstanding the provisions of this Seventeenth Supplemental Ordinance, the City may elect to establish a capitalized interest account within the Series Debt Service Fund for the payment of interest coming due on the New Bonds as described in Section 6.5 of the General Bond Ordinance, into which account a portion of the proceeds of the New Bonds will be deposited and used as provided for in Sections 12 and 13

hereof; provided, that any amounts on deposit in such capitalized interest account may be transferred to the Series Construction Fund at the City's direction and used as provided for in Sections 12 and 13 hereof.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section 6.6 of the General Bond Ordinance, the City Representatives may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from System Revenues over a period of time thereafter and held by the City, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Reserve Fund" with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the General Bond Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, as designated by the City Representatives pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. [Reserved].

Section 10. Designation of Registrar and Paying Agent.

The City Representatives are hereby authorized and empowered to select the Registrar and the Paying Agent, respectively, for the New Bonds, pursuant to Section 11 hereof. The Registrar and the Paying Agent shall signify its acceptance of its duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds; Official Statement; Collateral Agreements.

(a) The City Representatives are hereby authorized and empowered to determine the original issue dates and initial Interest Payment Dates of each Series of the New Bonds; the aggregate principal amounts of the New Bonds, if less than authorized by this Ordinance, and each Series thereof (including the Series or portions thereof to be issued on a taxable or tax-exempt basis), authorized denominations thereof and the purposes of each Series thereof; the interest rates for each Series of the New Bonds; the New Bonds to be subject to

mandatory and optional redemption; whether the Series Debt Service Reserve Fund will be established and funded with respect to each Series of the New Bonds and, if so, the manner and timing in which the Series Reserve Fund Requirement will be satisfied; the redemption prices of the New Bonds subject to optional redemption; the Registrar and Paying Agent for each Series of the New Bonds; whether each Series of the New Bonds will be sold in a public or private offering or offered through a private placement transaction, and the firm or firms which will serve as the Underwriter(s) or purchaser(s), as the case may be, in connection therewith; and any original issue discount or original issue premium at which each Series of the New Bonds will be sold; any Underwriter's discount or other fee payable to the purchasers of each Series of the New Bonds; and any other terms, provisions and matters necessary or advisable to effect the issuance of each Series of the New Bonds.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to enter into, on behalf of the City, one or more Bond Purchase Agreements to be dated the date of their respective execution. Upon the submission of each such Bond Purchase Agreement by the Underwriters, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Bond Purchase Agreement is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriters upon the terms and conditions set forth in such Bond Purchase Agreements and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreements by the City have been met. The Council hereby approves the form of Bond Purchase Agreement attached hereto as Exhibit B, together with such amendments and modifications to the form thereof as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, and authorizes and directs the Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriters, such person's execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the "Preliminary Official Statement") as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to "deem final" one or more Preliminary Official Statements related to the New Bonds for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the applicable Bond Purchase Agreements relating to the New Bonds, substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Mayor and the City Manager, or either of them acting alone, approve, as well as any amendments or supplements thereto dated the date thereof (as so amended and supplemented, the "Final Official Statement"); the Mayor and the City Manager, or either of them acting alone, is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriters, which execution and delivery



shall be conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the Final Official Statement, the Ordinance (including this Seventeenth Supplemental Ordinance) and the information contained herein and therein in the connection with the public offering and sale of the New Bonds by the Underwriters.

(e) A copy of this Seventeenth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Seventeenth Supplemental Ordinance was enacted.

(f) The Council hereby authorizes the City Representatives to negotiate the terms of and prepare investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, to prepare and solicit bids for providers of such agreements, and the Mayor and the City Manager, or either of them acting alone, are authorized to execute, in the name and on behalf of the City, all such agreements or written confirmations of any such investment arrangements and other documents as may be necessary in connection therewith.

(g) Notwithstanding the foregoing resolutions, the Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to take such actions as may be necessary or desirable to sell the New Bonds (or any Series thereof) to one or more purchasers in a private offering or private placement transaction, and may prepare, negotiate, execute and deliver a purchase agreement (which may be, but is not required to be, in the form of the Bond Purchase Agreement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution and delivery thereof constituting conclusive evidence of his approval of the matters therein contained, or in another form satisfactory to the Mayor and City Manager, or either of them acting alone) with such purchasers and prepare, disseminate, execute and deliver requests for proposals, offering documents or private placement memoranda (which may be in the form of the Preliminary Official Statement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution thereof constituting conclusive evidence of his approval of the matters therein contained, or otherwise) and solicit interest and receive offers from purchasers to purchase one or more Series of New Bonds in a private offering or private placement transaction as may be required in connection therewith.

(h) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the aforesaid Bond Purchase Agreement or purchase agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds.

(i) The Council hereby ratifies, confirms and approves the actions of the City Manager and the Assistant City Manager for Finance and Economic Services heretofore undertaken with regard to applications for Surety Bonds, Letters of Credit, other credit enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions and to enter into, execute and deliver on behalf of the City, such loan, insurance, reimbursement or guaranty agreements as shall be necessary and advisable, with advice of counsel, in connection with the transactions and other matters referred to herein; provided,

however, that the representations and covenants contained in such agreements may be incorporated in this Seventeenth Supplemental Ordinance as if fully set forth herein.

#### Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of any Series of the New Bonds, net of the original issue discount or original discount premium or both, and any Underwriters' discount or fees payable to the purchasers thereof and the premium, if any, on the Surety Bonds, shall be deposited with the City and used for one or more of the following purposes:

(a) If the City Representatives determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

(b) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof (or, at the election of the City, a capitalized interest account established under the Series Debt Service Fund pursuant to Section 7 hereof) to pay Costs of Acquisition and Construction for the New Projects (including interest coming due on such Series of the New Bonds) and Costs of Issuance for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

#### Section 13. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by the Custodian; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Construction Fund" with respect to the related Series of New Bonds. The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay the Costs of Acquisition and Construction of the New Projects (including interest coming due on the New Bonds, subject to Section 7 hereof) and all Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all costs of the New Projects and Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the Series Construction Fund, such excess shall be paid into the related Series Debt Service Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

#### Section 14. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds issued as tax-exempt obligations for federal income tax purposes (the “Tax-Exempt Bonds”) that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds. The City further covenants and agrees with the Holders of the Tax-Exempt Bonds that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the Tax-Exempt Bonds are Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

This Ordinance shall constitute the City’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Tax-Exempt Bonds or other tax-exempt bonds issued by the City for such purposes (the “Reimbursement Bonds”) for expenditures it anticipates incurring (the “Expenditures”) with respect to the New Projects prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the New Projects will be the City’s water and sewer fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of

(a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

#### Section 15. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the “Continuing Disclosure Agreement”) with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this Seventeenth Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default under the Ordinance or this Seventeenth Supplemental Ordinance. The Continuing Disclosure Agreement shall be executed by the Mayor and the City Manager, or either of them acting alone, prior to the delivery of the New Bonds.

(b) The City covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market when requested:

(i) an annual independent audit, within thirty (30) days of the City’s receipt of the audit; and

(ii) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City’s tax base.

(c) The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the Ordinance or this Seventeenth Supplemental Ordinance. The Registrar and the Paying Agent shall have no responsibility to monitor the City’s compliance with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15, and the City specifically reserves the right to amend or delete its covenants in the Continuing Disclosure Agreement or in paragraph (b) of this Section 15 to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

#### Section 16. Modification of Ordinance.

The Holders of the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C, the Bonds of 2021A, the Bonds of 2021B, the Bonds of 2022, the Bonds of 2023A, the Bonds of 2023B and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Twelfth Supplemental Ordinance.

### Section 17. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this Seventeenth Supplemental Ordinance.

### Section 18. Headings.

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Seventeenth Supplemental Ordinance.

### Section 19. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia  
1737 Main Street  
Columbia, South Carolina 29217-0147  
Attention: City Manager

The City, the Registrar, the Paying Agent, the Custodian and the Insurer (if any) may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

### Section 20. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Seventeenth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

### Section 21. Effective Date.

This Seventeenth Supplemental Ordinance shall become effective upon its enactment.

[Signature page follows]



Enacted by the City Council of the City of Columbia, South Carolina, this \_\_\_\_ day  
of \_\_\_\_\_, 2024.

CITY COUNCIL OF THE CITY OF COLUMBIA,  
SOUTH CAROLINA

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk

Date of First Reading: \_\_\_\_\_  
Date of Second Reading: \_\_\_\_\_

**SCHEDULE I****List of New Projects****WATER CIP****Rehabilitation and Installation of Water Lines for Water Quality and Fire Protection****Upgrades****System Wide Expansion****Columbia Canal Water Treatment Plant Upgrades****Lake Murray Water Treatment Plant Upgrades****SEWER CIP****Rehabilitation and Installation of Sewer Lines and Manholes****System Capacity Upgrades****System Wide Expansion****Metro Wastewater Treatment Plant Upgrades**

**EXHIBIT A****FORM OF NEW BOND**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
CITY OF COLUMBIA  
WATERWORKS AND SEWER SYSTEM REVENUE BOND  
SERIES (YEAR)

REGISTERED

No. R-\_\_\_\_\_

Original  
Issue Date

Maturity  
Date

Interest  
Rate

CUSIP

\_\_\_\_\_ 1, \_\_\_\_\_

*(As set forth in Schedule A)*

REGISTERED HOLDER: CEDE &amp; CO.

PRINCIPAL AMOUNT: \$\_\_\_\_\_

The City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_, as paying agent (the "Paying Agent") in \_\_\_\_\_, and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until this Bond matures. Interest on this Bond is payable (calculated on the basis of a 360-day year comprised of twelve 30-day months) on \_\_\_\_\_, and semiannually thereafter on February 1 and August 1 of each year, until this Bond matures, and shall be payable by wire transfer to the registered holder owning at least \$1,000,000 aggregate principal amount of the Bonds to an account within the continental United States or by check or draft mailed to the person in whose

name this Bond is registered on the registration books of the City maintained by \_\_\_\_\_ (the “Registrar”), in \_\_\_\_\_, at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by wire transfer, check or draft as set forth above.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of \_\_\_\_\_ (\$\_\_\_\_\_) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of financing certain improvements, enlargements and extensions to the City’s Water and Sewer System (the “System”), [interest coming due on this Bond and the series of Bonds of which it is one and] and Costs of Issuance (as defined in the Bond Ordinance). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina (the “State”), including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (collectively the “Act”). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 93-43 of the City Council of the City (the “Council”) enacted on May 21, 1993, as amended (as so amended, the “General Bond Ordinance”), and as supplemented by the Seventeenth Supplemental Ordinance No. 2024-\_\_\_ of the Council enacted on \_\_\_\_\_ (the “Seventeenth Supplemental Ordinance,” and together with the General Bond Ordinance, the

“Bond Ordinance”), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the General Bond Ordinance pertaining to (1) the definitions of “Debt Service,” “Expenses of Operating and Maintaining the System” and “Maximum Debt Service”, (2) the additional bonds’ test (including the calculation of interest on Variable Rate Bonds for purposes thereof), (3) the rate covenant, (4) the ability of underwriters, purchasers or bond insurers to assent to amendments to the General Bond Ordinance, and (5) the Contingent Fund and Depreciation Fund, have been amended by Supplemental Ordinances to the General Bond Ordinance. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest hereon and thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C, the Bonds of 2021A, the Bonds of 2021B, the Bonds of 2022, the Bonds of 2023A, the Bonds of 2023B (as such terms are defined in the Seventeenth Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently Outstanding (as defined in the General Bond Ordinance) or which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, \_\_\_\_, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, \_\_\_\_, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, \_\_\_\_, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:



Period During Which  
Redeemed (both dates inclusive)

Redemption  
Prices

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year \_\_\_\_ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund (as defined in the Seventeenth Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year

Principal Amount

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation, Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred 100 percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order or in such order as may be directed by the City,

and the principal amount of the Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Bond to be executed in its name by the manual/facsimile signature of the Mayor of the City and attested by the manual/facsimile signature of the Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance of City of Columbia, South Carolina.

\_\_\_\_\_,  
Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer

## (FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

(Authorized Officer)

\_\_\_\_\_  
Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

\_\_\_\_\_  
Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the  
entireties

\_\_\_\_\_  
Custodian \_\_\_\_\_  
(Cust) (Minor)  
under Uniform Gifts to  
Minors Act \_\_\_\_\_  
(State)

JT TEN - as joint tenants with  
right of survivorship  
and not as tenants in common

Additional abbreviations may also be used though not in above list.

CERTIFICATE

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of Burr & Forman LLP, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk



**SCHEDULE A**

\$\_\_\_\_\_

City of Columbia, South Carolina  
 Waterworks and Sewer System Revenue Bonds,  
 Series (year)

| <u>Maturity</u><br><u>(February 1)</u> | <u>Principal</u><br><u>Amount</u> | <u>Interest</u><br><u>Rate</u> | <u>CUSIP</u><br><u>Number</u> |
|----------------------------------------|-----------------------------------|--------------------------------|-------------------------------|
|----------------------------------------|-----------------------------------|--------------------------------|-------------------------------|

**EXHIBIT B**

**FORM OF BOND PURCHASE AGREEMENT**

## PURCHASE CONTRACT

### \$[Bond Amount] CITY OF COLUMBIA, SOUTH CAROLINA WATERWORKS AND SEWER SYSTEM REVENUE BONDS SERIES 2025

[Pricing Date], 2025

The Honorable Mayor and Members of City Council  
 City of Columbia  
 1737 Main Street  
 Columbia, South Carolina 29201

The undersigned, \_\_\_\_\_ and \_\_\_\_\_, on behalf of themselves and as representatives of \_\_\_\_\_, as Underwriters (collectively, “**Underwriter**”), offers to enter into this Purchase Contract (“**Purchase Contract**”) with the City of Columbia, South Carolina (“**City**”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 3:00 p.m. local (City of Columbia) time, on [Pricing Date], 2025, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. **Offer and Sale of Bonds.** Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the City aggregate principal amount \$[Bond Amount] City’s Waterworks and Sewer System Revenue Bonds, Series 2025 (“**Bonds**”), and the City hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds.

The purchase price for the Bonds shall be \$[] (representing the par amount of the Bonds less an Underwriter’s discount of \$[], [plus] [minus] aggregate net original issue [premium] [discount] of \$[]). The Underwriter may change the offering prices of the Bonds at any time and from time to time.

2. **Authorization and Purpose.** The Bonds shall be authorized and issued pursuant to the following: (i) Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (“**Enabling Act**”); (ii) the General Bond Ordinance No. 93-43 enacted by the City Council of the City (“City Council”) on May 21, 1993 (“**Bond Ordinance**”), as amended and supplemented, including as amended and supplemented by the Seventeenth Supplemental Ordinance No. 2024-\_\_\_\_, enacted by the City Council on [Ordinance Date], 2024 (together with “**Bond Ordinance**,” as so amended and supplemented, “**Ordinance**”).

Proceeds of the Bonds will be used to (i) fund the improvements, extensions and enlargements to the Waterworks and Sewer System of the City (“**System**”), (ii) [pay interest coming due on a portion of the Bonds], and (iii) pay the costs incurred in connection with the issuance of the Bonds. The Bonds shall mature on such dates and in such principal amounts, shall bear interest at such rates, shall be reoffered at the prices and yields and shall be subject to optional redemption, all as set forth in Exhibit A attached

hereto and made a part hereof. The Depository Trust Company (“**DTC**”) shall act as securities depository for the Bonds, which shall be issued in book-entry form.

The Bonds, including the interest thereon, are payable solely from the Net Revenues of the Waterworks and the System and are secured by a pledge of and lien on the Net Revenues thereof. There will be no debt service reserve fund established for or funded with the proceeds of the Bonds.

3. **Official Statement.** The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds, dated [ ], 2025 (“**Preliminary Official Statement**”). As of its date, the Preliminary Official Statement has been “deemed final” by the City for purposes of Rule 15c2-12(b)(1) (“**Rule**”) under the Securities Exchange Act of 1934, as amended (“**1934 Act**”) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City (“**Official Statement**”) and in a sufficient quantity to comply with Rule and the rules of the Municipal Securities Rulemaking Board (“MSRB”) and to ensure a copy of the Official Statement is placed on <http://emma.msrb.org/> in such a way as to assist the Underwriter in complying with MSRB Rule G-32. The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. **Representations and Warranties of the City.** The City hereby represents and warrants to the Underwriter that:

(a) The City is a municipal corporation existing under the laws of the State of South Carolina.

(b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.

(d) The Official Statement, as of its date, will be a final official statement as such term is defined in the Rule.

(e) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; the City has delivered the Preliminary Official Statement to the Underwriter, and, as of its date, the City deemed the Preliminary Official Statement to be final for the purpose of the Rule except for the offering prices,

interest rates, selling commissions, aggregate principal amounts, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the City has reviewed the Preliminary Official Statement and, except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds, delivery date of the Bonds, and the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information in Appendix F, the over-allotment or stabilizing language on the inside front cover and the information relating to or provided by the Underwriter under the caption “UNDERWRITING” (collectively, “**Excluded Information**”), nothing has come to the City’s attention that would cause the City to believe the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances under which they were made, misleading; and as of its date and the Closing Date, the information to be contained in the Official Statement, except for the Excluded Information, will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they are to be made, misleading.

(f) The City has duly enacted the Ordinance and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein, in the Ordinance and in the Official Statement; (ii) the approval of the Official Statement and the execution of the Official Statement by a duly authorized official; (iii) the application of the proceeds of the Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery and receipt of this Purchase Contract, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(g) The Bonds, when issued, delivered and paid for as herein and in the Ordinance provided, will have been duly authorized, executed, issued and delivered and will constitute limited obligations of the City entitled to the benefits and security of the Ordinance. The Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State of South Carolina and are payable by the City solely from the Net Revenues of the System.

(h) The City, immediately after the Closing, will apply the proceeds from the sale of the Bonds as described in the Ordinance and the Preliminary Official Statement, and as more fully described in the certificates delivered at the Closing. The City will not knowingly take or omit to take any action, which action or omission will, in any way, cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Ordinance or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(i) Except as stated in the Preliminary Official Statement or the Official Statement, there is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City’s knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated hereby or by the Official Statement or the validity or due enactment of the Ordinance or the validity, due authorization and execution of the Bonds, this Purchase Contract or any



agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated hereby or by the Official Statement, (ii) the federal tax-exempt status of the interest on the Bonds, (iii) the exemption of interest on the Bonds from taxation in South Carolina as described in Paragraph 5(j) below, (iv) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City, or (v) the business, properties or assets or the condition, financial or otherwise, of the City.

(j) The execution and delivery by the City of the Official Statement, this Purchase Contract and the other documents related to the Bonds or the System contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage or lease by which it is or, on the date of Closing, will be bound, and this Purchase Contract constitutes a legally binding obligation of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

(k) There is no legislation enacted or, to the best of the City's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Bonds from any taxation under the laws of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(l) The City has not been notified of any listing or proposed listing of disqualification by the Internal Revenue Service to the effect that the City is a bond issuer that may not certify its bonds.

(m) If, between the date of this Purchase Contract and the End of the Underwriting Period (hereinafter defined), any event shall occur to the knowledge of the undersigned which could reasonably cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the Excluded Information), the City shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its own expense forthwith prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract: the "End of the Underwriting Period" shall mean the later of (1) the close of business on the 25<sup>th</sup> calendar day (unless that day is a Saturday, Sunday, or banking holiday, in which case, it shall be close of business on the next business day) following the Closing Date, unless the City has been notified in writing by the Underwriter on or prior to the Closing Date that the "End of the Underwriting Period" (for purposes of the Rule) will not occur on the Closing Date and (2) the date on which notice is given to the City by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1) that the "End of the Underwriting Period" (for purposes of the Rule) will not occur on the Closing Date, the Underwriter agrees to notify the City in writing as soon as practicable of the "End of the Underwriting Period" (for purposes of the Rule).

(m) Between the time of the City's acceptance hereof and the Closing, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Net Revenues of the System on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the System.

(n) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City's undertakings, as provided under the Rule.

6. **Closing.** At 10:00 a.m., local (City of Columbia) time, on [Closing Date], 2025, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the City in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to Regions Bank, as registrar ("**Registrar**") under the terms of a "FAST" closing. Such payment and delivery is herein called the "Closing." The Bonds will be delivered as fully registered Bonds in book-entry form, in the form of one certificate per maturity and registered in the name of "Cede & Co." At the direction of the City, the Registrar shall release or authorize the release of the Bonds at the Closing to the Underwriter upon receipt of payment for the Bonds as aforesaid. In addition, the City and the Underwriter agree that there shall be a preliminary closing on \_\_\_\_\_, 2025, or on such other date agreed upon by the City and the Underwriter.

7. **Closing Conditions.** The Underwriter's obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of Burr & Forman LLP and Johnson, Toal & Battiste, P.A., as co-bond counsel ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

(i) legislation shall be enacted or be actively considered for enactment by

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the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds;

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(iii) any action shall have been taken by the Securities and Exchange Commission that would require the registration of the Bonds under the Securities Act of 1933, as amended (“**1933 Act**”), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vi) there shall have occurred any change in the financial condition or affairs of the City or the System the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the

offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;

(vii) either of the ratings of the Bonds shall have been downgraded, or withdrawn, or becomes the subject of a published negative credit watch, which in the Underwriter's sole opinion, materially adversely affects the market price of the Bonds;

(viii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City taken with respect to the issuance and sale thereof;

(ix) the "blue sky" or securities commission of any state in the United States has withheld registration, exemption, or clearance of the offering of the Bonds, and, in the sole opinion of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Bonds;

(x) the purchase of and payment for the Bonds by the Underwriter, or their resale or reoffering by the Underwriter, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, is prohibited by any applicable law or governmental regulation or by order of any court, government authority, board, agency, or commission or would subject the Underwriter to liability under the 1933 Act, the 1934 Act, common law or otherwise;

(xi) additional material restrictions not in force on the date of this Purchase Contract have been imposed on trading in securities generally or by a governmental authority or Financial Industry Regulatory Authority, Inc.; or

(xii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City shall have duly adopted all proceedings required by the Enabling Act and all other applicable laws and regulations, State or federal, necessary to enable Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statements to accompany confirmations delivered by the Underwriter to potential investors in accordance with the Rules of the MSRB but in no event later than seven business days following the date hereof, a quantity of Official Statements adequate to enable the Underwriter to meet the continuing obligations imposed on it by the Rule.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Co-Bond Counsel each dated the date of Closing, addressed to the City in substantially the forms of Appendix "D" of the Official Statement, and (B) supplemental opinions of Bond Counsel, each dated the date

of Closing and addressed to the Underwriter, in substantially the forms set forth in Exhibit B attached hereto;

(ii) a certificate of the City, dated the date of Closing signed by an official of the City, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of Teresa A. Knox, Esquire, City Attorney, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated “[Aa1]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[AA+]” by S&P Global Ratings (“S&P”);

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E; and

(x) other certificates of the City or information of the City contained in certificates listed in the Closing Memorandum to be approved by counsel to the City and Co-Bond Counsel, and such additional opinions, as Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City contained herein and (C) the due performance or satisfaction by the City at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions or the obligations contained in this Purchase Contract, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract or, at the election of the City, if the Closing shall not occur by the end of business on [Closing Date], 2025, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.



8. **Issue Price Certificate.** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable Burr & Forman LLP, as Bond Counsel, to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

9. **Opinions of Bond Counsel.** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Bond Counsel to accompany delivery of the Bonds.

10. **Annual Audits.** The City agrees to furnish to the Underwriter, upon reasonable request during the life of the outstanding Bonds, a copy of each annual audit report for the System issued by the City from time to time.

11. **Mutual Performance.** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. **Survival of City's Representations, Warranties and Agreements.** All representations, warranties and agreements of the City hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive delivery and payment of the Bonds.

13. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the City, the City shall pay, out of the proceeds of the Bonds, any expenses incident to the performance of its obligations hereunder including but not limited to: (a) the costs of the preparation of the Preliminary Official Statement and Official Statement for the Bonds, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and Official Statement; (b) the cost of the preparation, printing and delivery of the Bonds in fully-registered form; (c) the fees and disbursements of Bond Counsel, Co-Counsel to the Underwriter and any other experts or consultants retained by the City, including the City's Attorney, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and S&P; and (d) fees and costs of the Registrar/Paying Agent and Escrow Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriter described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. **Covenants of the City.** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the End of the Underwriting Period, without the prior written consent of the Underwriter;

(c) Through the End of the Underwriting Period, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City or the Underwriter, be required so that the Official Statement as amended or supplemented will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) To advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(e) To cooperate with the Underwriter including furnishing such information, executing such instruments and taking such other action in cooperation with the Underwriter as may be required to qualify the Bonds for offering and sale under the “blue sky” or other laws of such jurisdictions as the Underwriter may designate; provided that in connection with such qualification the City shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now subject;

(f) Not to take or omit to take any action, which action or omission will adversely affect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. **Notices.** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Attention: \_\_\_\_\_.

16. **Establishment of Issue Price.** The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit F, with modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Burr & Forman LLP, as Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

The City will treat the first price at which 10% of each maturity of the Bonds (“10% test”) is sold, on the sale date, to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the City the price or prices at which the Underwriter has sold, on the sale date, to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

17. ***Arm’s-Length Transaction.*** The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the City, and (v) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

18. ***Parties in Interest.*** This Purchase Contract is made solely for the benefit of the City and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representation, warranties, and agreements of the City contained in this Purchase Contract shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Nothing in this Purchase Contract is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy or claim under or in respect of this Purchase Contract or any provision contained herein. All of the representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of (a) any investigation made by or on behalf of any Underwriter, (b) delivery of the Bonds and payment of amounts required hereunder by or for the City or (c) any termination of this Purchase Contract.

19. **Governing Law.** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

20. **Effectiveness; Counterpart Execution.** This Purchase Contract shall become effective upon your acceptance and execution hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

21. **No Liability.** Neither the Mayor or members of the City Council, nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City, either directly or through the City, shall be charged personally by the Underwriter with any liability, or held liable to such Underwriter under any term or provision of this Purchase Contract or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof. It is expressly agreed and understood that the obligations of the City under this Purchase Contract are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any past, present or future officer, agent, attorney or employee thereof. All personal liability of any character against every such past, present or future officer, agent, attorney and employee of the City is, by the execution of this Purchase Contract and as a condition of, and as part of the consideration for, the execution of this Purchase Contract, expressly waived and released. The immunity of the past, present or future officers, agents, attorneys and employees of the City under the provision contained in this Section shall survive the termination of this Purchase Contract.

*[ONE SIGNATURE PAGE FOLLOWS]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

Very truly yours,

By: \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_, on behalf of themselves and as representatives  
of \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted and Agreed to as  
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[SIGNATURE PAGE TO PURCHASE CONTRACT - REVENUE BONDS 2023]*



## EXHIBIT A

The Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

### MATURITY SCHEDULE

| <u>MATURITY</u><br><u>(FEB. 1)</u> | <u>AMOUNT(\$)</u> | <u>INTEREST</u><br><u>RATE(%)</u> | <u>YIELD(%)</u> | <u>PRICE(%)</u> | <u>CUSIP</u> |
|------------------------------------|-------------------|-----------------------------------|-----------------|-----------------|--------------|
|------------------------------------|-------------------|-----------------------------------|-----------------|-----------------|--------------|

\$[] []% Term Bond, Due [] [], 20[]; Yield: []<sup>C</sup>; Price []%<sup>C</sup>; CUSIP: []

<sup>C</sup>Priced to the call date of February 1, \_\_\_\_\_

## Redemption

### *Optional Redemption*

[The Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the Bonds being redeemed together with accrued interest to the date fixed for redemption.]

### *Mandatory Redemption*

[The Bonds maturing on February 1, 20[] ("**Term Bonds**"), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], [respectively], and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:]

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Year

[]

[]<sup>†</sup>Amount

\$[]

[]

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<sup>†</sup>Final Maturity for \$[] []% Term Bond

[At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation Term Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.]

**EXHIBIT B**

## Form of Supplemental Bond Counsel Opinion

[Closing Date], 2025

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Re:     \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2025, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2025 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2025 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion (“Opinion”) of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1.       Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended.
2.       The Purchase Contract.
3.       The Official Statement dated [Pricing Date], 2025 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4.       The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Seventeenth Supplemental Ordinance No. 2024-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2024 (collectively, the “Ordinance”).
5.       The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement”).

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1.       The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.

2. The Official Statement has been duly authorized, approved and delivered by the City.

3. We have considered the information contained in the Official Statement under the headings “THE SERIES 2025 BondS” and “SECURITY FOR THE SERIES 2025 BondS”; in APPENDIX C of the Official Statement entitled “SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE” and in APPENDIX F of the Official Statement entitled “BOOK-ENTRY SYSTEM”, based upon our review, we are of the opinion that the statements or summaries of the Ordinance and the Bonds under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information in “APPENDIX F - BOOK-ENTRY SYSTEM,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading “TAX EXEMPTION AND OTHER TAX MATTERS” is true and correct in all material respects.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

Burr & Forman LLP

[Closing Date], 2025

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Re:     \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2025, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2025 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2025 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion (“Opinion”) of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1.     Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended.
2.     The Purchase Contract.
3.     The Official Statement dated [Pricing Date], 2025 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4.     The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Seventeenth Supplemental Ordinance No. 2024-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2024 (collectively, the “Ordinance”).
5.     The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement”).

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1.     The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.
2.     The Official Statement has been duly authorized, approved and delivered by the City.
3.     We have considered the information contained in the Official Statement under the headings “THE SERIES 2025 BondS” and “SECURITY FOR THE SERIES 2025 BondS”; in APPENDIX



C of the Official Statement entitled “SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE” and in APPENDIX F of the Official Statement entitled “BOOK-ENTRY SYSTEM”, based upon our review, we are of the opinion that the statements or summaries of the Ordinance and the Bonds under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information in “APPENDIX F - BOOK-ENTRY SYSTEM,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

Johnson, Toal & Battiste, P.A.

**EXHIBIT C****GENERAL CERTIFICATE OF THE CITY OF COLUMBIA  
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT**

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [Pricing Date], 2025 (“Purchase Contract”), between the City of Columbia, South Carolina (“City”) and \_\_\_\_\_ and \_\_\_\_\_, on behalf of themselves and as representatives of \_\_\_\_\_, as underwriters (collectively “Underwriter”), the undersigned authorized representative of the City hereby certifies as follows:

1. The representations and warranties of the City in the Purchase Contract are true and correct in all material respects as of the date hereof.
2. There is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City’s knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (A) the transactions contemplated by the Purchase Contract or the Official Statement dated [Pricing Date], 2025 (“Official Statement”), relating to the aggregate principal amount \$[Bond Amount] City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, Series 2025 (“Bonds”), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [Closing Date], 2025, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument related to the Bonds to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.
3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.
4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [Closing Date], 2025.

CITY OF COLUMBIA, SOUTH CAROLINA

By: \_\_\_\_\_  
City Manager

**EXHIBIT D**

## Form of Opinion of the City Attorney

[Closing Date], 2025

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City of Columbia  
Columbia, South Carolina

***\$(Bond Amount)***  
***City of Columbia, South Carolina***  
***Waterworks and Sewer System Revenue Bonds***  
***Series 2025***

As City Attorney to the City of Columbia, South Carolina, a municipal corporation and political subdivision created pursuant to the laws of the State of South Carolina (“City”), I have considered the validity of the City’s \$(Bond Amount) original principal amount Waterworks and Sewer System Revenue Bonds, Series 2025 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [Pricing Date], 2025 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

In connection therewith, I have examined:

1. Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended;
2. The Purchase Contract;
3. The Official Statement dated [Pricing Date], 2025 (“Official Statement”), relating to the Bonds, provided, however, that I have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version;
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Seventeenth Supplemental Ordinance No. 2024-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2024 (collectively, the “Ordinance”);
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement” and with the Purchase Contract, “City Agreements”); and
6. Such other documents and instruments and proceedings of the City as I have deemed relevant.

As to questions of fact material to my opinion, I have relied upon representations and other certifications of officials of the City without undertaking to verify the same by independent investigation. I have also reviewed the contents of the Official Statement, contained under the heading “THE CITY

B-21

AND THE SYSTEM - Environmental Matters.”

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the City Agreements has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

3. The City has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the City Council.

4. To the best of my knowledge and after due inquiry, the City is not in default in any material respect under any material agreement or other instrument related to the Bonds or the System to which it is a party or by which it may be bound.

5. There are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the City in connection with the enactment and implementation of the Ordinance and the execution and delivery of the Purchase Contract, provided, however, that there is no opinion given with respect to compliance with any state securities laws or “blue sky” laws of any jurisdiction.

6. To the best of my knowledge and after due inquiry and except as disclosed in the Official Statement, there are no proceedings or investigations pending or threatened in writing against the City in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Purchase Contract and the Official Statement or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated by the foregoing.

7. To the best of my knowledge and after due inquiry, the City in all material respects has good and proper title to the System as described in the Official Statement.

8. None of the proceedings held or actions taken by the City with respect to the Ordinance, the City Agreements or the Bonds have been repealed, rescinded or revoked.

During my representation of the City in connection with the issuance of the Bonds, no information came to my attention that caused me to believe that the information in the Official Statement contained under the heading “THE CITY AND THE SYSTEM - Environmental Matters,” as of its date and as of the date of this letter contained or contains any untrue statement of a material fact or omitted or

omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading

Very truly yours,

Teresa A. Knox  
City Attorney



**EXHIBIT E****Form of Underwriter's Counsel Opinion**

[Closing Date], 2025

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

***[\$Bond Amount]  
 City of Columbia, South Carolina  
 Waterworks and Sewer System Revenue Bonds  
 Series 2025***

Ladies and Gentlemen:

We have acted as counsel to \_\_\_\_\_ and \_\_\_\_\_, on behalf of themselves and as representatives of \_\_\_\_\_, as underwriters (collectively "Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [Pricing Date], 2025 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2025 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson Toal & Battiste, P.A, as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts,

numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

**PARKER POE ADAMS & BERNSTEIN LLP**

[Closing Date], 2025

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

***\$(Bond Amount)***  
***City of Columbia, South Carolina***  
***Waterworks and Sewer System Revenue Bonds***  
***Series 2025***

Ladies and Gentlemen:

We have acted as co-counsel to \_\_\_\_\_ and \_\_\_\_\_, on behalf of themselves and as representatives of \_\_\_\_\_, as underwriters (collectively “Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [Pricing Date], 2025 (“Purchase Contract”), between the Underwriter and the City of Columbia, South Carolina (“City”). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2025 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the

statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

**STARKES LAW FIRM, LLC**

**EXHIBIT F**

## Form of Underwriter's Certificate

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of \_\_\_\_\_ (“\_\_\_\_\_”), on behalf of itself and as representative of and \_\_\_\_\_ (“\_\_\_\_\_”) and \_\_\_\_\_ (“\_\_\_\_\_”), as underwriters (collectively “Underwriter”), hereby certify as set forth below with respect to the sale and issuance of the above-captioned obligations (“Bonds”).

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *City* means City of Columbia, South Carolina.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate of the City dated of even date herewith and with respect to compliance with the federal income tax rules affecting the Bonds, and by Burr & Forman LLP, as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

Dated: [Closing Date], 2025

**SCHEDULE A**  
**SALE PRICES**  
*(Attached)*  
**MATURITY SCHEDULE**



## **EXHIBIT C**

### **FORM OF PRELIMINARY OFFICIAL STATEMENT**

## PRELIMINARY OFFICIAL STATEMENT DATED [ ], 2025

NEW ISSUE  
BOOK-ENTRY-ONLYRATINGS:  
Moody's: [ ]  
S&P: [ ]

*In the opinion of Burr & Forman LLP, Co-Bond Counsel, assuming continued compliance by the City with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the Series 2025 Bonds (as such term is defined below) is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the Series 2025 Bonds is not a specific preference for purposes of the federal individual alternative minimum tax. For tax years beginning after December 31, 2022, interest on the Series 2025 Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal alternative minimum tax. The Series 2025 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments within the State of South Carolina. See "TAX EXEMPTION AND OTHER TAX MATTERS" herein.*

CITY OF COLUMBIA, SOUTH CAROLINA  
\$[PAR]\*  
WATERWORKS AND SEWER SYSTEM REVENUE BONDS  
SERIES 2025

Dated: Delivery Date

Due: February 1, as shown on inside cover

The City of Columbia, South Carolina (the "City") Waterworks and Sewer System Revenue Bonds, Series 2025 (the "Series 2025 Bonds") are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), to which payments of principal, redemption premium, if any, and interest on the Series 2025 Bonds will be made. Individual purchases will be made in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the Series 2025 Bonds, references herein to holders or registered owners of the Series 2025 Bonds means Cede & Co., and shall not mean the beneficial owners of the Series 2025 Bonds. Interest on the Series 2025 Bonds shall be payable on each February 1 and August 1, commencing August 1, 2025, until maturity or prior redemption. Principal on the Series 2025 Bonds will be payable in the years and amounts shown on the inside cover hereof. All capitalized terms used on this cover, and not otherwise defined, are defined herein.

The Series 2025 Bonds are being issued under the authority of the Constitution of the State of South Carolina 1895, as amended (the "South Carolina Constitution") and laws of the State of South Carolina, including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City (the "City Council"), on May 21, 1993, as amended and supplemented, including as amended and supplemented particularly by the Seventeenth Supplemental Ordinance No. 2024-[ ], enacted by the City Council on [Approval Date], 2024 (as amended and supplemented, the "Ordinance").

The Series 2025 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements (the "2023 Projects") to the Waterworks and Sewer System of the City (the "System") and (ii) paying the costs incurred in connection with the issuance of the Series 2025 Bonds.

The Series 2025 Bonds, including the interest thereon, are payable solely from the Net Revenues of the System and are secured by a pledge of and lien on the Net Revenues thereof. **THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE SERIES 2025 BONDS.**

**THE SERIES 2025 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.**

**THE SERIES 2025 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE SERIES 2025 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE SERIES 2025 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2025 BONDS.**

The Series 2025 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of Burr & Forman LLP, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, Co-Bond Counsel. Certain legal matters will be passed on for the City by the City Attorney, Teresa A. Knox, Esquire, and for the Underwriters by their co-counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and Starkes Law Firm, LLC, Columbia, South Carolina. Stifel, Nicolaus & Company, Inc., Columbia, South Carolina, has served as Financial Advisor to the City in connection with the issuance of the Series 2025 Bonds. It is expected that the Series 2025 Bonds will be available for delivery on or about [ ], 2025, through the facilities of DTC against payment therefor.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision. *The City deems this Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission, except for information which may be omitted pursuant to such rule.*

This Official Statement is dated [Pricing Date], 2025.

\* Throughout this Preliminary Official Statement, the presence of an asterisk indicates that information is preliminary and subject to change.

**SERIES 2025 BONDS MATURITY SCHEDULE****\$[ ]\* SERIAL BONDS**

| <b><u>MATURITY</u></b><br><b><u>(FEBRUARY 1)</u></b> | <b><u>AMOUNT*</u></b> | <b><u>INTEREST</u></b><br><b><u>RATE</u></b> | <b><u>YIELD</u></b> | <b><u>PRICE</u></b> | <b><u>CUSIP<sup>1</sup></u></b> |
|------------------------------------------------------|-----------------------|----------------------------------------------|---------------------|---------------------|---------------------------------|
| 2025                                                 |                       |                                              |                     |                     |                                 |
| 2026                                                 |                       |                                              |                     |                     |                                 |
| 2027                                                 |                       |                                              |                     |                     |                                 |
| 2028                                                 |                       |                                              |                     |                     |                                 |
| 2029                                                 |                       |                                              |                     |                     |                                 |
| 2030                                                 |                       |                                              |                     |                     |                                 |
| 2031                                                 |                       |                                              |                     |                     |                                 |
| 2032                                                 |                       |                                              |                     |                     |                                 |
| 2033                                                 |                       |                                              |                     |                     |                                 |
| 2034                                                 |                       |                                              |                     |                     |                                 |
| 2035                                                 |                       |                                              |                     |                     |                                 |
| 2036                                                 |                       |                                              |                     |                     |                                 |
| 2037                                                 |                       |                                              |                     |                     |                                 |
| 2038                                                 |                       |                                              |                     |                     |                                 |
| 2039                                                 |                       |                                              |                     |                     |                                 |
| 2040                                                 |                       |                                              |                     |                     |                                 |
| 2041                                                 |                       |                                              |                     |                     |                                 |
| 2042                                                 |                       |                                              |                     |                     |                                 |
| 2043                                                 |                       |                                              |                     |                     |                                 |

**TERM BONDS**

\$[ ]\* [ ]% Term Bond, Due February 1, 20[ ]; Yield: [ ]%; Price [ ]%; CUSIP<sup>1</sup>: [ ]

\$[ ]\* [ ]% Term Bond, Due February 1, 20[ ]; Yield: [ ]%; Price [ ]%; CUSIP<sup>1</sup>: [ ]

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<sup>c</sup> Priced to the call date of February 1, 20[ ]

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<sup>1</sup> CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright © 2023 CUSIP Global Services. All rights reserved. CUSIP® numbers are set forth herein for the convenience of reference only. CUSIP data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers are provided for convenience of reference only. Neither the City nor the Underwriters or their agents or counsel assume responsibility for the accuracy of such numbers.

## REGARDING USE OF THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the original offering of the Series 2025 Bonds. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied on as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the Series 2025 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER THIS DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE SYSTEM SINCE THE DATE HEREOF.

Information in this Official Statement has been obtained by \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, as underwriters (the "Underwriters"), from the City and other sources believed to be reliable.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of their responsibility to investors under the federal securities laws applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Regions Bank, as Registrar and Paying Agent, has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the Series 2025 Bonds, or (iii) the tax-exempt status of the interest on the Series 2025 Bonds.

Reference herein to laws, rules, regulations, agreements, reports and other documents, do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made in this Official Statement. Where full texts have not been included as Appendices to this Official Statement, they will be furnished on request.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements," within the meaning of the Securities Act of 1933, as amended (the "1933 Act") or the Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as "may," "will," "could," "should," "expect," "forecast," "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget," "potential," "continue," or the negative of these terms or other similar words. The reader is cautioned that forward-looking statements are subject to a variety of uncertainties that could cause actual results to differ from the projected results. Those risks and uncertainties include general economic and business conditions, conditions in the financial markets and real estate market, and various other factors which may be beyond the City's control. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD-LOOKING STATEMENTS IF OR WHEN CHANGES TO EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES, ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED, OCCUR OR FAIL TO OCCUR.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2025 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2025 BONDS WILL NOT BE REGISTERED UNDER THE 1933 ACT, AND THE ORDINANCE HAS NOT BEEN REGISTERED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2025 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE SERIES 2025 BONDS HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFICIAL STATEMENT OR APPROVED THE SERIES 2025 BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

**CITY OF COLUMBIA, SOUTH CAROLINA**

1737 Main Street  
Columbia, South Carolina 29201  
803-545-3050

**CITY COUNCIL**

Daniel J. Rickenmann, Mayor

**COUNCIL MEMBERS**

Edward H. McDowell, Jr., Mayor Pro Tem  
Tyler Bailey  
Will Brennan  
Peter M. Brown  
Dr. Aditi S. Bussells  
Tina N. Herbert

**CITY MANAGER**

Teresa B. Wilson

**ASSISTANT CITY MANAGER  
FOR FINANCE AND ECONOMIC SERVICES**

Jeffery M. Palen

**CITY ATTORNEY**

Teresa A. Knox, Esquire

**FINANCIAL ADVISOR**

Stifel, Nicolaus & Company, Inc.  
Columbia, South Carolina

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## OFFICIAL STATEMENT

### \$[PAR]\* CITY OF COLUMBIA, SOUTH CAROLINA WATERWORKS AND SEWER SYSTEM REVENUE BONDS SERIES 2025

## INTRODUCTION

This Official Statement of the City of Columbia, South Carolina (the “City” or “City of Columbia”), which includes the cover page hereof and the appendices hereto, provides information relating to the City along with its Waterworks and Sewer System Revenue Bonds, Series 2025 (the “Series 2025 Bonds”). The information furnished herein includes a brief description of the Series 2025 Bonds, and the security therefor, the City, and its indebtedness, tax information, economic data, financial information, investment considerations and other matters. Also included are certain information and data pertaining to Richland County, South Carolina (“Richland County” or the “County”), Lexington County, South Carolina (“Lexington County”) and the State of South Carolina (“South Carolina” or the “State”). All information included herein has been provided by the City except where attributed to other sources. The summaries and references to all of the documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument.

The Series 2023 Bonds, the 2022 Bonds, the 2021 Bonds, the 2019 Bonds, the 2018 Bonds, the 2016 Bonds and any Additional Bonds (as such terms are defined herein) are referred to herein, collectively, as the “Bonds.” Included in this Official Statement is a brief description of the City’s Waterworks and Sewer System (the “System”) and the Ordinance (as defined herein), pursuant to which the Series 2025 Bonds are authorized and issued by the City. Capitalized terms used herein without specific definition are used as defined in “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE.”

### Authorization

The Series 2025 Bonds are being issued under the Constitution of the State of South Carolina 1895, as amended (the “South Carolina Constitution”) and laws of the State, including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, General Bond Ordinance No. 93-43, enacted by the City Council of the City of Columbia, the governing body of the City (the “City Council”), on May 21, 1993, as amended and supplemented (the “General Ordinance”), including as amended and supplemented particularly by the Seventeenth Supplemental Ordinance No. 2024-[ ], enacted by the City Council on [Approval Date], 2024 (the “Supplemental Ordinance,” and together with the General Ordinance, the “Ordinance”).

### Purpose

The Series 2025 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements (the “2023 Projects”) to the Waterworks and Sewer System of the City (the “System”) and (ii) paying the costs incurred in connection with the issuance of the Series 2025 Bonds. See “SOURCES AND USES OF FUNDS” and “PLAN OF FINANCE.”

## THE SERIES 2025 BONDS

### General

The Series 2025 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable on August 1, 2025 and semiannually thereafter on February 1 and August 1 of each year (each, an “Interest Payment Date”). The Series 2025 Bonds are issuable initially in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as the Series 2025 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of The

Depository Trust Company, New York, New York (“DTC”), payments on the Series 2025 Bonds will be made as set forth in “APPENDIX F - BOOK-ENTRY SYSTEM,” attached hereto. Should the Series 2025 Bonds no longer be held in book-entry form, principal of the Series 2025 Bonds, whether due on maturity or redemption, will be payable on the respective maturity dates or redemption dates on presentation and surrender thereof at the corporate trust office of Regions Bank, Atlanta, Georgia, as registrar and paying agent (the “Registrar/Paying Agent”), and interest on the Series 2025 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each Series 2025 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment. Interest payments to a person who is a holder of \$1,000,000 or more in aggregate principal amount of any series of the Series 2025 Bonds not held in book-entry form may be made by wire transfer to an account within the continental United States of America (“U.S.” or “United States”) on timely receipt of a written request of such holder.

The Series 2025 Bonds are subject to optional and mandatory redemption prior to their maturity.

### Optional Redemption

The Series 2025 Bonds maturing on or after February 1, 20[ ] are subject to redemption prior to maturity on or after February 1, 20[ ] at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the Series 2025 Bonds being redeemed together with accrued interest to the date fixed for redemption.

### Mandatory Redemption

The Series 2025 Bonds maturing on February 1, 20[ ] and February 1, 20[ ] (collectively, the “Series 2025 Term Bonds”) shall each be subject to mandatory sinking fund redemption commencing February 1, 20[ ] and February 1, 20[ ], respectively, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:

#### **SERIES 2025 TERM BOND MATURING FEBRUARY 1, 20[ ]**

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
|-------------|---------------|

---

<sup>†</sup>Final Maturity

#### **SERIES 2025 TERM BOND MATURING FEBRUARY 1, 20[ ]**

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
|-------------|---------------|

---

<sup>†</sup>Final Maturity

At its option, to be exercised on or before the sixtieth (60<sup>th</sup>) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar/Paying Agent for cancellation any Series 2025 Term Bonds, which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Series 2025 Term Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar/Paying Agent and not theretofore applied as a credit against any mandatory redemption obligation. Each Series 2025 Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar/Paying Agent, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those mandatory redemption obligations in such order as the City may direct the Registrar/Paying Agent in writing, and the principal amount of the Series 2025 Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

### **General Redemption Provisions; Notice**

In the event the Series 2025 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the Series 2025 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry (as defined herein) not less than 30 days and not more than 60 days prior to the redemption date. So long as the Series 2025 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the Series 2025 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. See “APPENDIX F - BOOK-ENTRY SYSTEM,” attached hereto.

If less than all of the Series 2025 Bonds of any series and maturity are called for redemption, the Series 2025 Bonds of such series and maturity to be redeemed shall be selected by lot within such maturity, subject to the rules of procedure of DTC while the Series 2025 Bonds are held in book-entry form.

If a Series 2025 Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as in the Ordinance provided and if moneys for the payment of such Series 2025 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such Series 2025 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such Series 2025 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the Series 2025 Bond, as appropriate, so called for redemption shall cease to accrue. The City is entitled to provide for, and give notice of, the redemption of a Series 2025 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

## **SECURITY FOR THE SERIES 2025 BONDS**

### **Pledged Revenues**

The Series 2025 Bonds are payable solely from and are secured equally and ratably with the 2023 Bonds, the 2022 Bonds, 2021 Bonds, 2019 Bonds, the 2018 Bonds, the 2016 Bonds and all bonds hereafter issued on a parity therewith (with respect to the pledge of and lien on the Net Revenues) under the Ordinance (“Additional Bonds”) by a pledge of and lien on Net Revenues (defined herein) of the System.

The term “Net Revenues” means the Revenues of the System after deducting Expenses of Operating and Maintaining the System (as defined herein). The term “Revenues” means all fees, tolls, rates, rentals and all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the City from the operation of the System or arising from the System, excluding the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities (as defined in APPENDIX C). The term “Expenses of Operating and Maintaining the System” means the costs and expenses of operating and maintaining the System in good repair and working order including wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the reasonable fees and charges of any paying agents and registrars of any Bonds issued pursuant to the Ordinance or any supplemental ordinance, the costs of any audit required by the Ordinance and the premium for all insurance required with respect to the System. Such term does not include any allowance for depreciation or renewals or replacements of capital assets of the System, amounts deemed to be payments in lieu of taxes or other equity transfers and certain non-cash expenses (including, but not limited to, any pension-related or other post-employment benefit-related expenses (other than such amount actually paid) of the System).

The term “2016 Bonds” used herein means, collectively, the outstanding principal amounts of \$28,750,000 of the City’s \$63,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2016A (the “2016A Bonds”) and \$139,715,000 of the City’s \$146,710,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B (the “2016B Bonds”). The term “2018 Bonds” used herein means the outstanding principal amount of \$48,795,000 of the City’s \$87,340,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018. The term “2019 Bonds” used herein means, collectively, the outstanding principal amounts of \$90,260,000 of the City’s \$131,085,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019A (the “2019A Bonds”), \$127,960,000 of the City’s \$143,855,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2019B (the “2019B Bonds”), and \$4,980,000 of the City’s \$6,875,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2019C (the “2019C Bonds”). The term “2021 Bonds” used herein means, collectively, the outstanding principal amounts of \$18,565,000 of the City’s \$18,935,000

original principal amount Waterworks and Sewer System Revenue Bonds, Series 2021A (the “2021A Bonds”), and \$115,505,000 of the City’s \$116,600,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2021B (the “2021B Bonds”). The term “2022 Bonds” used herein means the outstanding principal amount of \$73,815,000 of the City’s \$73,815,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2022. The term “2023 Bonds” used herein means the outstanding principal amount of \$\_\_\_\_\_ of the City’s \$\_\_\_\_\_ original principal amount Waterworks and Sewer System Revenue Bonds, Series 2023[A/B].

### **Limited Obligations**

THE SERIES 2025 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE SERIES 2025 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE SERIES 2025 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2025 BONDS.

### **Rate Covenant**

The City has covenanted in the Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates and other charges, together with other Revenues and other available moneys, will at all times be sufficient after making due and reasonable allowances for contingencies and for a margin of error in estimates, to provide in each July 1 through June 30 fiscal year of the City, an amount equal to:

- (a) 100 percent of the amounts required to pay Expenses of Operating and Maintaining the System for the then current fiscal year;
- (b) 110 percent of the amounts required to be deposited into each Debt Service Fund (as defined in APPENDIX C), for the Bonds for the then current fiscal year;
- (c) 100 percent of the amounts required to be deposited to each Debt Service Reserve Fund (as defined herein), if any, for the Bonds for the then current fiscal year;
- (d) 100 percent of the amounts required to provide for payment of any Junior Bonds (as defined herein) in the then current fiscal year; and
- (e) any amounts necessary to comply in all respects with the terms of the Ordinance or any other contract or agreement with the holder of a Bond.

### **Disposition of Revenues and Funds Established by the Ordinance**

The following are the additional funds and accounts created and established by the Ordinance:

- (a) Debt Service Fund to be held by the City, including an Interest Account and Principal Account (as such terms are defined in APPENDIX C);
- (b) Debt Service Reserve Fund, if any, to be held by the City; and
- (c) Contingent Fund and Depreciation Fund, each to be held by the City subject to the provisions of the Ordinance described in APPENDIX C hereto under the heading “SUMMARY OF ORDINANCE – Creation and Flow of Funds” and “– Funds Created Under General Bond Ordinance.”

The Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by the Ordinance, and in the following order of priority:

First, for the payment of Expenses of Operating and Maintaining the System;

Second, into the respective Debt Service Funds, the amounts required by the Ordinance or any supplemental ordinance; and

Third, into the respective Debt Service Reserve Funds, if any, the amounts required by the Ordinance or any supplemental ordinance.

If, after applying Revenues of the System as set forth above, there are Revenues remaining, such Revenues shall then be used, first, for the payment of Junior Bonds or to meet any other obligations of the City which are or which shall become charges, liens or encumbrances on the Revenues of the System, junior and subordinate to the lien on the Net Revenues securing the Bonds and the payment of interest on amounts advanced by the provider of any surety bond, insurance policy or letter of credit as contemplated by the Ordinance; second, to make such deposits to the Contingent Fund as required by the Ordinance to provide for adequate funds for improvements to the System and build up a proper reserve against contingencies and to the Depreciation Fund as required by the Ordinance to build up a proper reserve for depreciation of the System and third, as the City Council shall from time to time determine to be in the best interest of the City.

### **Debt Service Reserve Funds**

The Ordinance provides that the City, pursuant to an ordinance authorizing the issuance of a series of Bonds, may provide for the establishment of a debt service reserve fund (each, a “Debt Service Reserve Fund”) to be used solely for the purpose of preventing a default in the payment of principal of or interest or premium, if any, on the Bonds of such series.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund shall be less than the reserve fund requirement, if any, established with respect to such fund pursuant to a supplemental ordinance authorizing a series of Bonds (“Reserve Fund Requirement”), there shall be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of the cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months. See “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE” under the heading “SUMMARY OF ORDINANCE – Funds Created Under General Bond Ordinance – *Debt Service Reserve Funds*.”

**THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE SERIES 2025 BONDS.**

### **Additional and Refunding Bonds**

The City may issue Additional Bonds on a parity (with respect to the pledge of and lien on Net Revenues) with the Series 2025 Bonds subject to certain conditions set forth in the Ordinance, including, in the case of Additional Bonds issued other than for the purpose of refunding outstanding Bonds, the requirement that there will be delivered a report, which report is not required to be based on the latest audit of the City, from the City Manager or Finance Director of the City, an Accountant or a Consulting Engineer (as such terms are defined in APPENDIX C), stating that the amount of the Net Revenues of the System for any consecutive 12-month period out of the last 24-month period (“Test Period”) is not less than 130 percent of the sum of the highest combined interest and principal requirements in any fiscal year (“Maximum Debt Service,” as more particularly defined in APPENDIX C) on the Bonds to be outstanding after the issuance of such Additional Bonds for any succeeding fiscal year, provided the amount of Net Revenues for such 12-month period may be adjusted by adding the following:

- (a) in case the rates and charges for the services furnished by the System have been revised and such revised rates and charges have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer or an Accountant; and
- (b) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues will be based on the method of computing Net Revenues under the Ordinance and approved by a Consulting Engineer or an Accountant).

Without complying with the foregoing debt service coverage provisions, Additional Bonds may be issued for the purpose of refunding (including by purchase) bonds provided that the Debt Service on all Bonds to be outstanding after the



issuance of the proposed series of refunding bonds must not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded. See “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Parity Obligations*.” The term “Debt Service” means, with respect to each series of Bonds and any particular fiscal year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such fiscal year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such series of Bonds and is subject to additional adjustments or assumptions as further described in APPENDIX C.

### **Junior Bonds and Special Facilities Bonds**

The City may issue bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the Series 2025 Bonds or any other obligation or form of indebtedness, including lease purchase obligations secured by a pledge of Net Revenues, after provision has been made for all payments required to be made with respect to the Series 2025 Bonds (“Junior Bonds”), in such amount as it may from time to time determine. The pledge of Net Revenues securing Junior Bonds must at all times be and remain subordinate and inferior in all respects to the pledge of Net Revenues securing the Series 2025 Bonds. Junior Bonds may be issued to secure funds to defray the cost of improving, extending, enlarging or repairing the System, including the acquisition of a system to be combined into the System, or to refund the Series 2025 Bonds or any other Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System. See “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Junior Bonds*.”

The City may also enter into contracts, leases or other agreements pursuant to which it will agree to construct, operate and pay the costs of Special Facilities which may or may not be discrete and separate units of the System. These Special Facilities may be financed through the issuance of Special Facilities Bonds, subject to certain conditions with respect to the ability of the Special Facilities to generate sufficient revenues to pay for such Special Facilities Bonds. See “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Special Facilities Bonds*.”

### **SOURCES AND USES OF FUNDS**

The proceeds of the sale of the Series 2025 Bonds are expected to be used substantially as follows.

#### *Estimated Sources of Funds*

|                                                  |              |
|--------------------------------------------------|--------------|
| Principal Amount of Series 2025 Bonds            | \$[ ]        |
| [Less/Plus: Net Original Issue Discount/Premium] | [ ]          |
| <b>TOTAL SOURCES OF FUNDS</b>                    | <b>\$[ ]</b> |

#### *Estimated Uses of Funds*

|                                  |              |
|----------------------------------|--------------|
| 2023 Projects                    | \$[ ]        |
| Costs of Issuance <sup>(1)</sup> | [ ]          |
| <b>TOTAL USES OF FUNDS</b>       | <b>\$[ ]</b> |

<sup>(1)</sup> Includes Underwriters’ discount, rounding, and certain legal, accounting and other financing expenses incurred by the City.

### **PLAN OF FINANCE**

The proceeds of the Series 2025 Bonds will be deposited into the Construction Fund of 2024 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2024 will be used, as needed, to finance the costs of the 2024 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2024 Projects and issuance costs of the Series 2025 Bonds.

The 2024 Projects involve ongoing capital improvements to the System. These capital improvements include upgrades, extensions and enlargements to the System, including any one or more of the following: (a) Waterworks System (defined herein) rehabilitation and installation of water lines for water quality and fire protection upgrades, (b) Waterworks System-wide expansions, (c) water treatment plant upgrades, (d) Sanitary Sewer System (defined herein) rehabilitation and

installation of sewer lines and manholes, (e) Sanitary Sewer System capacity upgrades, (f) Sanitary Sewer System-wide expansions, (g) upgrades to the Metropolitan Wastewater Treatment Plant (“Metro WWTP”), and (h) any other matters with respect to the above improvements and such other improvements as the City may deem necessary or incidental to the System. Construction is expected to begin in 202[ ], and scheduled to be substantially completed by or before December 31, 202[ ].

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## FINANCIAL FACTORS

### Five-Year Summary

The following table sets forth a summary of the operating revenues, operating expenses, non-operating revenues and non-operating expenses and changes in net position of the System for the fiscal years ended June 30, 2019 (“Fiscal Year 2019”) through June 30, 2024 (unaudited) (“Fiscal Year 2023”). This summary should be read in conjunction with (a) the audited financial statements of the City for the applicable fiscal years, and (b) the information set forth under “Management’s Discussion and Analysis” herein. Included as APPENDIX A to this Official Statement is a portion of the Annual Comprehensive Financial Report (“ACFR”) of the City for the fiscal year ended June 30, 2022 (“Fiscal Year 2022”). Copies of the City’s ACFRs for prior fiscal years are available on the City’s website at <https://finance.columbiasc.gov/cafrs/>, which is not intended to be an active hyperlink and is not incorporated by reference herein. The City’s independent public accounting firm did not review this Official Statement, nor did it perform any procedures related to any of the information contained in this Official Statement.

|                                                 |
|-------------------------------------------------|
| Operating Revenues                              |
| Charges for Services                            |
| Other Operating Revenue                         |
| Total Operating Revenues                        |
| Operating Expenses                              |
| Personnel Services                              |
| Materials and Supplies                          |
| Other Services and Charges                      |
| Federal and State Grant Expenses <sup>(a)</sup> |
| Heat, Light and Power                           |
| Depreciation                                    |
| Amortization                                    |
| Claims and Premiums                             |
| Total Operating Expenses                        |
| Operating Income                                |
| Non-Operating Revenues/ (Expenses)              |
| Investment Income (Loss)                        |
| Other Non-Operating Revenue                     |
| Federal and State Grant Revenue                 |
| Gain (Loss) from Sale of Assets                 |
| Interest Expense                                |
| Amortization of Bond Costs-Deferred             |
| Charges <sup>(d)</sup>                          |
| Total Non-Operating Revenues/(Expenses)         |
| Income (Loss) Before Contributions and          |
| Transfers                                       |
| Capital Contributions and Transfers             |
| Transfers In                                    |
| Transfers Out                                   |
| Capital Grants                                  |
| Development Contributions                       |
| Total Capital Contributions and Transfers       |
| Change in Net Position                          |
| Net Position – Beginning                        |
| Net Position – Ending                           |

NOTE: Totals may not sum due to rounding.

### [Management’s Discussion and Analysis]

[TO BE UPDATED]

Historical Debt Service Coverage of the System

The following table sets forth the Revenues, Expenses of Operating and Maintaining the System, Net Revenues, debt service requirements and debt service coverage of the System for Fiscal Year 2019 through Fiscal Year 2023.

| <u>Fiscal<br/>Year</u> <sup>1</sup> | <u>Revenues</u> <sup>5</sup> | Expenses of Operating<br>and Maintaining<br><u>the System</u> | <u>Net Revenues</u> | <u>Debt Service<br/>Requirements</u> | <u>Debt Service<br/>Coverage</u> |
|-------------------------------------|------------------------------|---------------------------------------------------------------|---------------------|--------------------------------------|----------------------------------|
| <hr/>                               |                              |                                                               |                     |                                      |                                  |

[Remainder of page intentionally left blank]

**Projected Debt Service Requirements of the System**

The following table sets forth the aggregate debt service requirements of the System, beginning with the fiscal year ending June 30, 2024 (“Fiscal Year 2024”), for the 2009 Bonds, the 2016 Bonds, the 2018 Bonds, the 2019 Bonds, the 2021 Bonds, the Series 2022 and the Series 2025 Bonds.

| <u>Fiscal<br/>Year</u> | <u>Existing<br/>Debt Service</u> <sup>†</sup> | <u>Series 2025 Bonds</u> |                 |              | <u>Aggregate Debt<br/>Service</u> |
|------------------------|-----------------------------------------------|--------------------------|-----------------|--------------|-----------------------------------|
|                        |                                               | <u>Principal</u>         | <u>Interest</u> | <u>Total</u> |                                   |
| 2024                   |                                               |                          |                 |              |                                   |
| 2025                   |                                               |                          |                 |              |                                   |
| 2026                   |                                               |                          |                 |              |                                   |
| 2027                   |                                               |                          |                 |              |                                   |
| 2028                   |                                               |                          |                 |              |                                   |
| 2029                   |                                               |                          |                 |              |                                   |
| 2030                   |                                               |                          |                 |              |                                   |
| 2031                   |                                               |                          |                 |              |                                   |
| 2032                   |                                               |                          |                 |              |                                   |
| 2033                   |                                               |                          |                 |              |                                   |
| 2034                   |                                               |                          |                 |              |                                   |
| 2035                   |                                               |                          |                 |              |                                   |
| 2036                   |                                               |                          |                 |              |                                   |
| 2037                   |                                               |                          |                 |              |                                   |
| 2038                   |                                               |                          |                 |              |                                   |
| 2039                   |                                               |                          |                 |              |                                   |
| 2040                   |                                               |                          |                 |              |                                   |
| 2041                   |                                               |                          |                 |              |                                   |
| 2042                   |                                               |                          |                 |              |                                   |
| 2043                   |                                               |                          |                 |              |                                   |
| 2044                   |                                               |                          |                 |              |                                   |
| 2045                   |                                               |                          |                 |              |                                   |
| 2046                   |                                               |                          |                 |              |                                   |
| 2047                   |                                               |                          |                 |              |                                   |
| 2048                   |                                               |                          |                 |              |                                   |
| 2049                   |                                               |                          |                 |              |                                   |
| 2050                   |                                               |                          |                 |              |                                   |
| 2051                   |                                               |                          |                 |              |                                   |
| 2052                   |                                               |                          |                 |              |                                   |
| 2053                   |                                               |                          |                 |              |                                   |
| TOTAL                  |                                               |                          |                 |              |                                   |

NOTE: Totals may not sum due to rounding.

### Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for Fiscal Year 2024 through the fiscal year ending June 30, 2028, is as set forth below.

| <u>Fiscal<br/>Year</u> | <u>Net Revenues</u> <sup>†</sup> | <u>Existing<br/>Debt Service<br/>Requirements</u> <sup>††</sup> | <u>Estimated<br/>Series 2025 Bonds<br/>Debt Service</u> <sup>†††</sup> | <u>Total<br/>Debt Service<br/>Requirements</u> | <u>Coverage</u> |
|------------------------|----------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------|-----------------|
| 2024                   |                                  |                                                                 |                                                                        |                                                |                 |
| 2025                   |                                  |                                                                 |                                                                        |                                                |                 |
| 2026                   |                                  |                                                                 |                                                                        |                                                |                 |
| 2027                   |                                  |                                                                 |                                                                        |                                                |                 |
| 2028                   |                                  |                                                                 |                                                                        |                                                |                 |

The figures set forth in the table above are projections. The actual results of operations of the System will be dependent on the amounts by which revenues and expenses increase or decrease. Revenues will be dependent on the actual number of System customers, levels of customer usage, the rates charged by the City and other factors. Expenses will be dependent on the actual levels of customer usage, the number of customers, rates, the cost of treating water and wastewater, future maintenance requirements, financing needs, health care, retirement and post-employment requirements, and other factors. Further, debt service takes into account solely the bonds described above, and does not take into account future indebtedness or future water and sewer rate increases or decreases that have been or may be approved by City Council. City Council approved Ordinance No. 2023-059, effective July 1, 2023, that generally approved five rate increases of 5% each, effective on the following dates: July 1, 2023, July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027. No assurance can be given that the projections set forth above will be realized.

### Debt Structure

#### *2016A Bonds*

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance enacted by the City Council on September 6, 2016 (the “Eleventh Supplemental Ordinance”), the City issued the 2016A Bonds in the original principal amount \$63,325,000 to defray the costs of improvements to the System. The 2016A Bonds are currently outstanding in the principal amount of \$28,750,000.

#### *2016B Bonds*

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance, the City issued the 2016B Bonds in the original principal amount \$146,710,000 to advance refund portions of several prior bond issues of the City. The 2016B Bonds are currently outstanding in the principal amount of \$139,715,000.

#### *2018 Bonds*

Pursuant to the General Ordinance and the Twelfth Supplemental Ordinance enacted by the City Council on May 1, 2018, the City issued the 2018 Bonds in the original principal amount \$87,340,000 to defray the costs of improvements to the System. The 2018 Bonds are currently outstanding in the principal amount of \$48,795,000.

#### *2019A Bonds*

Pursuant to the General Ordinance and the Thirteenth Supplemental Ordinance enacted by the City Council on September 17, 2019 (the “Thirteenth Supplemental Ordinance”), the City issued the 2019A Bonds in the original principal amount \$131,085,000 to defray the costs of improvements to the System. The 2019A Bonds are currently outstanding in the principal amount of \$90,260,000.

#### *2019B Bonds*

Pursuant to the General Ordinance and the Thirteenth Supplemental Ordinance, the City issued the 2019B Bonds in the original principal amount \$143,855,000 to advance refund certain outstanding indebtedness of the City. The 2019B Bonds are currently outstanding in the principal amount of \$127,960,000.



### *2019C Bonds*

Pursuant to the General Ordinance and the Thirteenth Supplemental Ordinance, the City issued the 2019C Bonds in the original principal amount \$6,875,000 to currently refund certain outstanding indebtedness of the City. The 2019C Bonds are currently outstanding in the principal amount of \$4,980,000.

### *2021A Bonds*

Pursuant to the General Ordinance and the Fourteenth Supplemental Ordinance enacted by the City Council on November 10, 2020 (the “Fourteenth Supplemental Ordinance”), the City issued the 2021A Bonds in the original principal amount \$18,935,000 to defray the costs of improvements to the System. The 2021A Bonds are currently outstanding in the principal amount of \$18,565,000.

### *2021B Bonds*

Pursuant to the General Ordinance and the Fourteenth Supplemental Ordinance, the City issued the 2021B Bonds in the original principal amount \$116,600,000 to advance refund certain outstanding indebtedness of the City. The 2021B Bonds are currently outstanding in the principal amount of \$115,505,000.

### *2022 Bonds*

Pursuant to the General Ordinance and the Fifteenth Supplemental Ordinance enacted by the City Council on October 4, 2022, the City issued the 2022 Bonds in the original principal amount \$73,815,000 to defray the costs of improvements to the System. The 2022 Bonds are currently outstanding in the principal amount of \$73,815,000.

[Add for 2023 Bonds]

## **THE CITY AND THE SYSTEM**

### **General Description**

The City, located at the geographic center of the State, was formed in 1786. It is the county seat of the County and the capital of the State. In addition to being the governmental center of the State, the City is also the business, finance, education and transportation center of the State. The System provides water treatment and distribution services through its waterworks system (the “Waterworks System”) to approximately [ ] billed water accounts in the Columbia Metropolitan Statistical Area (the “Columbia MSA”), including approximately [ ] In-City customers and [ ] Out-of-City customers, as of the end of Fiscal Year 2023. The System provides sewer treatment and collection services through its Sanitary Sewer System to approximately [ ] billed sewer customers in the Columbia MSA, including approximately [ ] In-City customers and [ ] Out-of-City customers, as of the end of Fiscal Year 2023.

For further information regarding the City and the Columbia MSA, see APPENDIX B attached hereto.

### **Administration of the City**

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City. The City Manager serves an indefinite term and is subject to removal by a majority vote of the City Council. Financial affairs are under the supervision of the Assistant City Manager for Finance and Economic Services who is appointed by the City Manager. The Finance Director reports to the Assistant City Manager for Finance and Economic Services and is responsible for debt administration, investments and appropriation expenditures and is custodian of all City funds.

The present members of the City Council, their occupations, and the dates which their current terms end are as follows:

| <u>Name</u>                            | <u>Occupation</u>   | <u>Term Ends</u>  |
|----------------------------------------|---------------------|-------------------|
| Daniel J. Rickenmann, Mayor            | Business Consultant | December 31, 2025 |
| Edward H. McDowell, Jr., Mayor Pro Tem | Retired             | December 31, 2027 |
| Tyler Bailey                           | Attorney            | December 31, 2027 |
| Peter M. Brown                         | Business Owner      | December 31, 2025 |
| Will Brennan                           | Business Owner      | December 31, 2027 |

Dr. Aditi S. Bussells  
Tina N. Herbert

Public Health Researcher  
Attorney

December 31, 2025  
December 31, 2025

Teresa B. Wilson has served as City Manager since January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen has served as the Assistant City Manager for Finance and Economic Services and Chief Financial Officer since January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County.

Kristine Githara has served as the City's Finance Director since March 21, 2022. Prior to joining the City, Ms. Githara was most recently the Deputy Finance Director at the City of Littleton in Colorado. Prior to her time in Littleton, Ms. Githara worked in finance with a public school system for 15 years and earned her CPA while working as an auditor for an accounting firm that provided services to cities, counties and school districts. Ms. Githara is a graduate of Marquette University.

The System operates under the name "Columbia Water," and is administered by the City through the City Manager. Under the City Manager's direction, the financial operations of the System are administered by the Assistant City Manager for Finance and Economic Services. The Utilities Department operates the System's two water treatment plants, water storage and pumping stations, and the wastewater plant and sewer lift stations, and maintains all water distribution and treatment sewer collection mains. A total of approximately 500 persons are employed in managerial, clerical, maintenance and other capacities relating to the System.

The Assistant City Manager of Columbia Water is Clint Shealy, P.E., who has served in this capacity since July 2017. Mr. Shealy is a licensed Water Treatment Plant Operator and Professional Engineer. Prior to being named Assistant City Manager of Columbia Water, Mr. Shealy served as the City's Director of Utilities and Water Works Superintendent. Prior to coming to Columbia Water, Mr. Shealy worked for the South Carolina Department of Health and Environmental Control and engineering firms BP Barber and Black and Veatch Corporation. Mr. Shealy is a registered Professional Engineer in the State. He earned his Bachelor of Science degree in Engineering from Clemson University.

Initial recommendations for expansion or renovation of the System are made by the Assistant City Manager of Columbia Water. The recommendations are then reviewed by the City Manager and submitted to the City Council for review and approval as part of the budget process. Increases in rates for the System must be reviewed and adopted by the City Council prior to going into effect.

### **Service Area**

The service area of the Waterworks System includes all of the City of Columbia, portions of the County and Lexington County, as well as the City of Forest Acres, the Towns of Arcadia Lakes, Chapin and Irmo, and the Fort Jackson Military Reservation ("Fort Jackson"). The service area of the Sanitary Sewer System includes all of the City of Columbia and portions of the County, including Fort Jackson, and portions of Lexington County and the City of West Columbia. The entire System covers approximately 320 square miles with a population of approximately 410,000 persons living within that area. The population in the overall service area of the System has generally been increasing since the 1950s due in large measure to the growth of the service area of the System outside of the City.

The City has exclusive rights to provide water and sewer services within the City limits and non-exclusive rights outside of the City limits. Both the County and Lexington County have the legal authority to provide water and sewer service within the unincorporated areas of those counties not presently served by municipalities or special purpose districts, but each has only provided services on a limited basis. The County currently provides water or sewer services only in small, isolated areas. Lexington County and several municipalities in Lexington County formed the Joint Municipal Water and Sewer

Commission (“JMWSC”) for the purpose of providing water and sewer services on an integrated, county-wide basis, but it is the City’s understanding that neither JMWSC nor Lexington County intend to provide water or sewer services in unincorporated areas of Lexington County already being served by the City. Several municipalities in the County and Lexington County currently provide water and/or sewer services to residents within those municipalities. One large special purpose district, East Richland County Public Service District, provides sewer services to a portion of the County (including certain of the incorporated municipalities therein, e.g., the City of Forest Acres and the Town of Arcadia Lakes).

Service to areas outside of the City limits currently accounts for approximately 76% of the revenues of the Waterworks System and 57% of the revenues of the Sanitary Sewer System of the City. The average water rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City and the average sewer rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City. Because the City already has an extensive water and sewer system in place in large areas of both Richland and Lexington Counties, and because it can offer services to prospective new customers at competitive rates, the City believes that it can continue enlarging the size of its service area in the unincorporated areas of Richland and Lexington Counties.

#### *Ten Largest Customers*

The following table sets forth the ten largest water and sewer customers for Fiscal Year 2023 by total revenue.

| <u>Company</u> | <u>No. of<br/>Meters</u> | <u>Consumption<br/>(100 gallons)</u> | <u>Water Revenue</u> | <u>Sewer Revenue</u> | <u>Total Revenue</u> |
|----------------|--------------------------|--------------------------------------|----------------------|----------------------|----------------------|
|----------------|--------------------------|--------------------------------------|----------------------|----------------------|----------------------|

TOTAL

---

† Aggregate customers (accounts grouped by name)

#### **Impact of Weather Event**

[To be updated]

In early October of 2015, the City experienced an unprecedented rain event involving 20-24 inches of rainfall (“Rain Event”), which resulted in significant flooding throughout the City. Multiple sewer and water lines ruptured or broke and the City experienced a 60-foot wide breach in the Columbia Canal, which the City uses to provide water for one of the its water treatment facilities. Federal disaster aid was made available to the State to supplement State, County, and local recovery efforts in the City and surrounding areas affected by the severe storms and flooding.

Following the Rain Event, the City identified 189 repair projects (175 of which were specifically related to the System), not inclusive of the Columbia Canal repairs. The City has materially completed substantially all of the repair projects, except for a few minor projects, pending permitting. The City expended \$19,651,532 from cash on hand on the non-Columbia Canal related repair projects. The City has received approximately \$15,908,705 in reimbursements for non-Columbia Canal related repair projects and other requests for reimbursement are under review by FEMA. The City cannot guarantee whether all expenditures on the non-Columbia Canal related repair projects will qualify for FEMA reimbursement.

The City estimates that the cost of repairs and mitigation to the Columbia Canal could be up to \$100,000,000. Such

repairs and mitigation efforts are presently anticipated to include restoration, replacement or rehabilitation of the embankment, head gates, and hydro-electric plant, and the construction of a secondary water supply which the City believes is necessary to provide a more stable water supply and reduce the hazard level of the Columbia Canal.

The City reached an agreement with FEMA to receive approximately \$42 million from FEMA related to the repair to the Columbia Canal. The City has sought and is continuing to seek separate federal funding sources for repair and mitigation projects not covered under the scope of the agreement with FEMA. The City has received approval for an approximately \$8 million Community Development Block Grant-Mitigation Action Plan to fund construction for the replacement of the head gates and was awarded a Building Resilient Infrastructure and Communities FEMA grant to pay for approximately 75% of the \$45 million in estimated costs of constructing a secondary water supply. The City expects that it will complete all repairs and mitigation efforts stemming from the Rain Event by 2025.

Without regard to other potential long-term mitigation improvements, and assuming all relevant levels of reimbursement, the City estimates the impact of the Rain Event on the City's net position to be less than \$1,000,000 and does not anticipate any material impact to the operation and maintenance expenses of the System or to net capital expenditures related to the System.

## **Waterworks System**

### *General*

The sources of raw water for the Waterworks System are the Broad River, via the Columbia Canal (which has an average flow of 3,000 cubic feet per second) and Lake Murray. The City has purchased rights from Dominion Energy South Carolina, Inc. ("Dominion South Carolina") to draw up to 100 million gallons per day ("MGD") of raw water from Lake Murray. The term of this contract is coterminous with Dominion South Carolina's license to operate a hydro station on Lake Murray.

The City owns the Columbia Hydro Station and the Columbia Canal. The water treatment plant located on the Columbia Canal (the "Canal Plant") generally serves the area south of Interstate 20 and east of the Broad River. The Canal Plant was originally constructed in 1906 and has undergone multiple expansions. Those expansions include a major building renovation and filter upgrade completed in 1998 and raw water and finished water pumping expansions completed in 2013. Additionally, improvements and modernization of the finished water pumping and storage at the Canal Plant was completed in 2021 and rehabilitation of existing filters is ongoing.

The Canal Plant has a total raw water pumping capacity of 125 MGD with a sustained raw water pumping capacity of 85 MGD. The Canal Plant has a rated capacity for treatment of raw water of 84 MGD. The Canal Plant is currently producing an average flow of approximately 34 MGD with a maximum demand of 60 MGD.

The water treatment plant on Lake Murray (the "Lake Murray Plant"), constructed in 1983, has a raw water pumping capacity of 105 MGD. The Lake Murray Plant was expanded in 2006 to increase finished water pumping capacity from 40 MGD to 105 MGD and water treatment capacity from 30 MGD to 75 MGD. Additionally, improvements and modernization of pumping and solids handling equipment was completed in 2017 and rehabilitation of existing filters at the Lake Murray Plant is ongoing. The Lake Murray Plant generally serves the area north of Interstate 20. The average treatment and pumping rate at the Lake Murray Plant is 31 MGD with a maximum demand of 55 MGD.

The City believes that the water sources provided by the Broad River and Lake Murray are adequate to provide ample water to meet the current and foreseeable needs of the System, and that the Canal Plant and the Lake Murray Plant, as expanded and upgraded, will be adequate to continue to meet water treatment needs of the System for at least the next 30 years.

Approximately 2,400 miles of predominantly ductile iron and PVC pipelines, ranging in size from 4-inch to 64-inch diameters, comprise the Waterworks System's distribution network. The City places considerable emphasis on replacing smaller and deteriorated water mains and installing additional fire hydrants for optimal fire protection, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. The City maintains two 3-MG storage reservoirs for finished water at the Canal Plant, two 5-MG storage reservoirs at the Lake Murray Plant and 22 other storage tanks with an aggregate storage capacity of 44 MG.

The City owns all of the pipes, storage tanks, pumping stations and water treatment facilities that it uses to distribute water to customers. The pipes and all other parts of the water delivery system are expected to have at least a 75-year useful life.

Existing pipes are typically installed in rights-of-way owned by the City, the County or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Canal Plant and Lake Murray Plant are located and most of the land on which pump stations and storage tanks are located.

The City maintains an ongoing program of upgrading, modernizing and rehabilitating the Waterworks System, the costs of which are paid from System Revenues, proceeds of revenue bonds of the System and State and Federal grants. See “Capital Expenditures” herein.

### *Operations*

The total number of customers of the Waterworks System has grown by more than 11% over the past ten fiscal years. The major part of the growth has occurred as a result of new Out-of-City customers being added. Information on Revenues is set forth for both the Waterworks System and Sanitary Sewer System on a combined basis in “FINANCIAL FACTORS.” The table below shows the number of water customers during the past ten fiscal years:

**Number of Billed Customers on Waterworks System**

| Fiscal Year Ended |                |                    |              |
|-------------------|----------------|--------------------|--------------|
| <u>June 30</u>    | <u>In-City</u> | <u>Out-of-City</u> | <u>Total</u> |
| 2014              | 40,896         | 99,113             | 140,009      |
| 2015              | 40,530         | 99,506             | 140,036      |
| 2016              | 41,133         | 99,837             | 140,970      |
| 2017              | 41,741         | 101,576            | 143,317      |
| 2018              | 42,279         | 103,025            | 145,304      |
| 2019              | 42,262         | 102,839            | 145,465      |
| 2020              | 44,261         | 106,762            | 151,023      |
| 2021              | 45,963         | 113,261            | 159,224      |
| 2022              | 46,875         | 112,328            | 159,203      |
| 2023              |                |                    |              |

### *Special Contracts*

The City has entered into contracts with Fort Jackson, the Town of Chapin (“Chapin”), and the Town of Winnsboro (“Winnsboro”) to provide water service. The contract with Fort Jackson, which was first entered into as of March 25, 1987, provides that the City will be paid at rates subject to renegotiation on the request of either party with reasonable cause. In February 2011, an approximately 15% rate increase went into effect for water service provided to Fort Jackson. The rates provided under the February 2011 contract, which had an effective date through June 2021, will continue until the City and Fort Jackson renegotiate a new rate agreement. The City plans to initiate negotiations with Fort Jackson to reset the rates under the February 2011 contract.

Under the City’s contract with Chapin, which was first entered into in 1988, the City acquired a portion of Chapin’s water system and received exclusive rights to furnish bulk water to Chapin. Chapin customers are charged the standard Out-of-City rates. The City’s current wholesale supply agreement with Chapin was entered into in 1999 and had a 15-year term. Pursuant to the terms of the contract, the City will supply water to Chapin on a month to month basis until a new agreement is renegotiated.

The City’s contract with Winnsboro is also a bulk water supply agreement, pursuant to which Winnsboro customers pay the City’s standard Out-of-City rate. The term of the City’s agreement with Winnsboro expired in 2018. The agreement includes a five (5) year extension for which the City plans to initiate negotiations in the near future.

### *Waterworks System Rates*

Information on rates and fees of the Waterworks System is set forth in “Water and Sewer Rates and Fees” herein.

### *Federal and State Requirements*

The City currently holds the necessary permits and approvals from the South Carolina Department of Health and Environmental Control (“DHEC”) to operate a water treatment and distribution system. The Waterworks System currently meets all material federal and State requirements regarding a public water supply system. See “Environmental Matters – General.”

## Sanitary Sewer System

The City's Sanitary Sewer System (the "Sanitary Sewer System") consists of over 1,000 miles of sewer lines ranging in diameter from 4 inches to 60 inches, 55 sewage lift stations and a central treatment facility known as the Metro WWTP. The Metro WWTP, a biological oxidation extended aeration treatment facility located on the Congaree River three miles south of the City, was originally constructed in 1970 and expanded in 1982 to 40 MGD and again in 1998 to 60 MGD. Currently the average daily flow to the Metro WWTP is about 34 MGD. Nearly five percent of the flow to the Metro WWTP is industrial. The City expects that the Metro WWTP, as expanded and upgraded, will be adequate to provide sewage treatment for the Sanitary Sewer System through the year 2060.

The City owns all of the sewer lines, lift stations and treatment facilities of the Sanitary Sewer System. The sewer lines are expected to have at least a 50-75 year useful life, with proper maintenance. The sewage lift stations are being rehabilitated as needed and are on a maintenance schedule, and most stations are expected to have a useful life of at least 15 years at construction or after rehabilitation is completed. Sewer lines are typically installed in easements or in rights-of-way owned by the City, Richland or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Metro WWTP and many of the sewage lift station sites are located.

The City maintains an ongoing program of upgrading, rehabilitating, and modernizing of the Sanitary Sewer System, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. See "Capital Expenditures" herein.

### Operations

The table below shows the number of customers of the Sanitary Sewer System over the past ten fiscal years.

**Number of Billed Customers on Sanitary Sewer System**

| <u>Fiscal Year</u><br><u>Ended June 30</u> | <u>In-City</u> | <u>Out-of-City</u> | <u>Total</u> |
|--------------------------------------------|----------------|--------------------|--------------|
| 2014                                       | 33,182         | 27,057             | 60,239       |
| 2015                                       | 32,704         | 26,972             | 59,676       |
| 2016                                       | 33,508         | 27,269             | 60,777       |
| 2017                                       | 33,803         | 27,549             | 61,352       |
| 2018                                       | 34,105         | 28,012             | 62,117       |
| 2019                                       | 34,279         | 28,406             | 62,685       |
| 2020                                       | 34,511         | 28,047             | 62,558       |
| 2021                                       | 35,480         | 27,903             | 63,383       |
| 2022                                       | 36,646         | 28,450             | 65,097       |
| 2023                                       |                |                    |              |

### Special Contracts

The City entered into an agreement with the City of West Columbia ("West Columbia") in 1975 and with Fort Jackson in 1967 relating to the provision of sewer services and the maintenance of components of the Sanitary Sewer System. The parties agreed to contribute financially to the construction, operation, maintenance, supervision and repair of certain components of the Sanitary Sewer System. The City assumed responsibility for the operation of these components, in return for which the City is paid a base monthly charge plus various other charges based on gallons of sewage discharged. The City and West Columbia entered into an Amended and Restated Agreement on July 7, 2015, which replaced the 1975 agreement. The Amended and Restated Agreement has a 30 year term with optional 5 year extensions.

The current agreement with Fort Jackson was entered into in 1987 and does not have a termination date.

The City entered into an agreement with Blue Granite (formerly Carolina Water Service) regarding sanitary sewer service for their Friarsgate system. The City provides treatment of their sanitary sewer at a monthly fee based on the metered sewer discharged to the Sanitary Sewer System. This agreement was signed in 2018 and has a 25-year term with the option for two 10-year renewals.

The City entered into an agreement with Richland County regarding sanitary sewer service for the Lower Richland area sewer system. The City provides treatment of the sanitary sewer at a monthly fee per Equivalent Residential Unit served. This agreement was signed in 2019 with a four (4) year term and may be extended for additional terms.



### *Sanitary Sewer System Rates*

Information on rates and fees of the Sanitary Sewer System is set forth in “Water and Sewer Rates and Fees” herein. The most recent rate increase became effective July 1, 2024.

### *Federal and State Requirements*

The Sanitary Sewer System currently holds the necessary permits and approvals from DHEC to operate its sewage collection and treatment system. Except as described in the EPA and DHEC Actions section below, the Sanitary Sewer System currently meets all material federal and State requirements in regard to a sewage collection and treatment system. See “Environmental Matters – General” and “– Permits and Ordinances.”

### **Water and Sewer Rates and Fees**

*[To be updated]*

### *General*

The rates charged by the City for water and sewer service are not subject to approval by any federal or State regulatory body. The City’s current rates, effective July 1, 2024, are set forth below. Based on these revised rates, the average monthly water and sewer bill for a residential In-City user, based on water usage of 800 cubic feet, is \$[ ] and for a residential Out-of-City user with similar water usage is \$[ ]. The City has regularly increased rates as necessary, and effected rate increases to provide sufficient revenues for payment of projected increased costs of operation, expansion of the System, increases in debt service and to maintain required debt service coverage ratios. See “FINANCIAL FACTORS – Historical Debt Service Coverage of the System” and “– Projected Debt Service Coverage of the System.” The City works with a rate consultant which provides recommendations to the City with respect to the timing and amount of rate increases. Administration considers the recommendation from the rate consultant along with the annual budget of the System and other anticipated capital expenditures before presenting a rate recommendation to City Council for its consideration.

### **Water Rates**

#### Monthly Water Service Rates

| <u>Meter Size</u> | <u>In-City</u> | <u>Out-of-City</u> |
|-------------------|----------------|--------------------|
| 5/8”              | \$ 8.96        | \$ 15.23           |
| 1”                | 14.95          | 25.42              |
| 1 ½”              | 22.40          | 38.08              |
| 2”                | 35.83          | 60.92              |
| 3”                | 71.68          | 121.84             |
| 4”                | 111.98         | 190.38             |
| 6”                | 224.25         | 381.21             |
| 8”                | 358.35         | 609.20             |
| 10”               | 711.51         | 1,209.57           |

### **Additional Water Rates**

(per 100 cubic feet after first 300 cubic feet used)

|              | <u>Residential</u> |                    | <u>Commercial</u> |                    | <u>Irrigation</u> |                    |
|--------------|--------------------|--------------------|-------------------|--------------------|-------------------|--------------------|
|              | <u>In-City</u>     | <u>Out-of-City</u> | <u>In-City</u>    | <u>Out-of-City</u> | <u>In-City</u>    | <u>Out-of-City</u> |
| Next 9,700   | \$ 3.21            | \$ 5.47            | \$ 3.06           | \$ 5.20            | \$ 5.47           | \$ 9.29            |
| Next 90,000  | 3.06               | 5.20               | 2.89              | 4.90               | 5.20              | 8.84               |
| Over 100,000 | 2.90               | 4.90               | 2.70              | 4.61               | 4.90              | 8.36               |

**Base Sewer Charges**

| <u>Meter Size</u> | <u>Monthly Sewer Service Charges</u> |                    |
|-------------------|--------------------------------------|--------------------|
|                   | <u>In-City</u>                       | <u>Out-of-City</u> |
| 5/8"              | \$ 8.96                              | \$ 15.23           |
| 1"                | 8.96                                 | 15.23              |
| 1 ½"              | 8.96                                 | 15.23              |
| 2"                | 14.33                                | 24.36              |
| 3"                | 28.67                                | 48.72              |
| 4"                | 44.79                                | 76.14              |
| 6"                | 89.59                                | 152.30             |
| 8"                | 143.61                               | 243.67             |
| 10"               | 223.98                               | 380.75             |

**Sewer Service Rates**

(per 100 cubic feet of water used)

| <u>In-City</u> | <u>Out-of-City</u> |
|----------------|--------------------|
| \$4.65         | \$7.92             |

Maximum sewer service rates on single-family residences during the months of April through October are based on an assumed usage of 1,400 cubic feet of water and during the months of November through March are based on actual usage. Sewer rates for apartment buildings and trailer parks are the base rate per dwelling unit plus the rate per 100 cubic feet reflected by water consumption. Sewer rates for hotels, motels, dormitories and rooming houses are one-half of the base rate of a single-family residence per room plus a base fee on meter connection size plus the rate per 100 cubic feet reflected by water consumption.

*Comparison of Water Rates in the Columbia MSA*

In addition to the City, the following entities provide water service in the Columbia MSA: JMWSC, Blue Granite Water Company, Midlands Utility Company, the City of West Columbia, the City of Cayce, and the Town of Lexington. The chart below compares current average monthly water bills for each of the three largest providers of water service.

| <u>Provider</u>       | <u>Average Monthly Water Bill<sup>†</sup></u> |               |
|-----------------------|-----------------------------------------------|---------------|
|                       | (In-City)                                     | (Out-of-City) |
| City of Columbia      | \$ [ ]                                        | \$ [ ]        |
| City of West Columbia | [ ]                                           | [ ]           |
| City of Cayce         | [ ]                                           | [ ]           |

<sup>†</sup> Based on 5,250 gallons of water.

*Water and Sewer Tap Fees*

The City charges new customers to the Waterworks System a tap fee that ranges from \$2,512 for a ¾-inch meter to \$8,490.00 for a 2-inch meter and a connection fee that ranges from \$3,161.00 to \$8,279.00 for meters that are 4 inches and above. The City charges new customers to the Sanitary Sewer System a tap fee of \$300 (Developer Install) or \$1,300.00 (City Install) for each tap. Water and sewer tap fees generated a total of \$[ ] (unaudited) in revenues for the System in Fiscal Year 2023.

*Sewer Capacity Fee*

The City began charging new customers of the Sanitary Sewer System a sewer capacity fee on October 1, 1987. The fee is intended to provide an additional source of moneys for upgrading and expansion of the Metro WWTP. The current standard sewer capacity fee is \$2,640 per new or expanding capacity customer. However, special reduced fees are available for customers utilizing greater than 300,000 gallons per day or for redeveloped properties accompanying a change in use. Sanitary Sewer System sewer capacity fees generated a total of \$[ ] (unaudited) in revenues in Fiscal Year 2023.

### Water and Sewer Billing and Collection Policies

New or transferring account fees are charged to customers (new and existing) who request service. Bills are mailed to customers on a periodic basis throughout the month and are payable on receipt. Customers receiving both water and sewer services receive combined bills for these services. Water or sewer service accounts that are two months or more in arrears are terminated for non-payment. Advance notice of 10 days is given prior to such termination action. Customers must pay a \$40 fee to have services reconnected.

### Capital Expenditures

[To be updated]

The City has historically expanded and improved the System primarily with proceeds of revenue bonds and Revenues of the System. During Fiscal Year 2019 through Fiscal Year 2023, the City expended approximately \$[ ] for System expansion and improvement, including approximately \$[ ] expended in Fiscal Year 2023. The following table shows the amounts expended from proceeds of revenue bonds and System Revenues for capital improvements to the System, including cash-funded projects that fall outside the City's Capital Improvements Program, undertaken during Fiscal Year 2019 through Fiscal Year 2023.

#### Capital Improvements Undertaken

| <u>Fiscal Year<br/>Ended June 30</u> | <u>Capital Improvements<br/>Financed with Bond Proceeds</u> | <u>Capital Improvements<br/>Financed with System Revenues</u> | <u>Total Capital Improvements</u> |
|--------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------|
| 2019                                 | \$ 73,584,430                                               | \$ 5,520,004                                                  | \$ 79,104,434                     |
| 2020                                 | 68,480,783                                                  | 3,274,366                                                     | 71,755,149                        |
| 2021                                 | 70,077,777                                                  | 4,565,554                                                     | 74,643,331                        |
| 2022                                 | 55,197,270                                                  | 17,209,816                                                    | 72,407,086                        |
| 2023                                 | [ ]                                                         | [ ]                                                           | [ ]                               |
| TOTAL                                | \$[ ]                                                       | \$[ ]                                                         | \$[ ]                             |

### Capital Improvements Program

Future capital expenditures to expand and improve the System are managed by the City through a rolling five-year Capital Improvements Program, which is approved annually by City Council as part of the adoption of the City's Budget Ordinance. The current Capital Improvements Program covers the five-year period from Fiscal Year 2024 through Fiscal Year 2028. Under the current Capital Improvement Program, the City anticipates capital expenditures of approximately \$93 million in Fiscal Year 2024 and \$[ ] million in each subsequent fiscal year through Fiscal Year 2028. As the City nears completion of the issues identified in the Consent Decree, anticipated capital expenditures will move from approximately two-thirds devoted to the Sanitary Sewer System and the remaining one-third devoted to the Waterworks System to a more even split between the two System components. The improvements made to the System under the Capital Improvements Program are expected to include engineering, storage tanks, water plant additions, increased sewer capacity, lines, pump stations, easements and land.

The City expects to fund the Capital Improvements Program with, among other sources, Revenues of the System (including capital payments from West Columbia), proceeds of bonds, and State and Federal grants. Although the breakdown between debt and other sources used to fund the capital expenditures for the Capital Improvements Program varies, approximately 100% of the Fiscal Year 2023 and 47% of the Fiscal Year 2024 annual capital expenditures for the Capital Improvements Program are estimated to be funded from System Revenues (including capital payments from West Columbia) and State and Federal grants, but in subsequent fiscal years are anticipated be in the range of 25-30%. Proceeds of the Series 2025 Bonds will be used [to fund new capital expenditures originally budgeted for Fiscal Year 2023 of the Capital Improvements Program and will not be funded from System Revenues.]

## Environmental Matters

*[To be updated]*

### *General*

Operation of the System is subject to regulation by certain federal, State and local authorities. Federal and State standards and procedures that currently regulate and control operation of the System may change from time to time as a result of continuing legislative, regulatory and judicial action. Therefore, there is no assurance that the facilities comprising the System currently in operation, under construction or contemplated will always remain subject to the regulations currently in effect, or will always be in compliance with future regulations.

An inability to comply with various governmental regulations and standards could result in reduced operating levels or complete shutdown of such facilities not in compliance. Furthermore, compliance with such governmental regulations and standards may substantially increase capital and operating costs.

### *Permits and Ordinances*

The System is in substantial compliance with current regulatory requirements of the United States Environmental Protection Agency (the “EPA”) and DHEC, and the requirements and conditions of all permits required to operate the System are in order. The City currently has the following permits in effect:

| <u>Permit</u>                                                       | <u>Effective Date</u> | <u>Expiration Date</u>    | <u>Description</u>                                                                                                                                       |
|---------------------------------------------------------------------|-----------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| DHEC Wastewater NPDES Permit #SC0020940 (“NPDES Permit”)            | June 1, 2018          | May 31, 2024 <sup>†</sup> | Authorization to discharge treated effluent in accordance with the National Pollutant Discharge Elimination System (the “NPDES”) into the Congaree River |
| Public Water System Operating Permit System #401001                 |                       | No Expiration Date        | Authorization to operate a water treatment plant                                                                                                         |
| S.C. Water Resources Commission, Interbasin Transfer Permit 1013-IB | August 29, 2008       | August 29, 2028           | Authorization to transfer water between river basins in South Carolina for its potable water treatment plant(s)                                          |

<sup>†</sup> Pursuant to applicable regulations, the NPDES Permit will remain in effect beyond May 31, 2024, upon the submittal of an application for renewal of the NPDES Permit on or before December 2, 2022.

The City has had a Wastewater Services Ordinance in place since March 19, 1974. Revisions to this ordinance are periodically made to reflect changes in federal, State and local standards. The City has operated an Industrial Pretreatment Program pursuant to the Federal General Pretreatment Regulations and approved by DHEC since October 1, 1984. The City includes West Columbia under this program pursuant to an inter-jurisdictional agreement executed January 8, 1986. Nine categorical and eight significant non-categorical industries are currently regulated under this program.

The City is also authorized to discharge stormwater from the Metro WWTP under NPDES General Permit for the Storm Water Discharges Associated with Industrial Activities (Except Construction) issued by DHEC on May 26, 2022.

### *EPA and DHEC Actions*

On September 9, 2013, after a lengthy period of negotiations among the City, the EPA, the U.S. Department of Justice (the “DOJ”) and DHEC, the EPA, the DOJ and DHEC lodged a Consent Decree (the “Consent Decree”) with the U.S. District Court for the District of South Carolina (the “District Court”), in which the City agreed to settle allegations by the EPA, the DOJ and DHEC regarding the numerous alleged violations by the City of the Clean Water Act, including the frequent occurrence of sanitary sewer overflows from the Sanitary Sewer System over a specified time period (the “CWA Violations”). Based on comments received during the public comment period on the terms of the Consent Decree, the

parties agreed to certain revisions to the Supplemental Environmental Project (the “SEP”) required under the Consent Decree. On May 21, 2014, the District Court entered an order approving the Consent Decree.

The terms of the Consent Decree require the City to (i) evaluate the Sanitary Sewer System and, based on that evaluation, implement capital improvements to the Sanitary Sewer System’s infrastructure, and (ii) implement a \$1,000,000 SEP aimed at restoring and reducing flooding along segments of Rocky Branch, Smith Branch, and Gills Creek. The City has completed the SEP required under the Consent Decree. With respect to capital improvements to be implemented under the Consent Decree, the City anticipates total remaining expenditures of approximately \$500,000,000 will be required over a period of approximately eight years in order to complete the requirements of the Consent Decree. The City’s five-year Capital Improvements Program has been revised and will continue to be revised (if necessary) to enable the City to meet all of its obligations under the Consent Decree within the prescribed timeframes. In addition, the City was required to pay a civil penalty in the amount of \$476,400 to resolve the alleged CWA Violations.

On October 6, 2015, the City notified the DOJ, the EPA and DHEC of a *force majeure* event, namely the Rain Event. On October 13, 2015, the City submitted a written report concerning the Rain Event and provided a supplemental report on March 24, 2016, with a request for additional time to meet certain deadlines in the Consent Decree and in implementation schedules of program documents submitted pursuant to the Consent Decree. The City also requested an extension for stipulated penalties for sanitary sewer overflows. By letter dated June 2, 2016, the EPA granted all of the extensions requested as a result of the Rain Event.

On April 7, 2020, the City notified the DOJ, the EPA and DHEC of another *force majeure* event having occurred as a result of the COVID-19 pandemic. The City provided an interim report on February 2, 2021, providing additional details and identifying certain deadlines in the Consent Decree for which additional time may be needed.

As a result of the final Consent Decree, the City may be liable for additional civil penalties should it not comply with the terms of the Consent Decree. The City intends to fully comply with the terms of the Consent Decree, as modified, and undertake the capital improvements required by the Consent Decree. The City does not expect its compliance with the Consent Decree to have a materially adverse impact on the financial condition of the System or the City.

On May 2, 2018, DHEC reissued the NPDES Permit, effective June 1, 2018, with an expiration date of May 31, 2024. As required by the terms of the NPDES Permit and applicable regulations, the City submitted its application for renewal of the NPDES Permit on [ ].

## **Pension Obligations**

[To be updated]

### *Retirement Plan*

The South Carolina Retirement Systems (the “Systems”), as administered by the South Carolina Public Employees Benefit Authority (the “Authority”), maintains five independent cost sharing, multi-employer defined benefit plans. The City is a participating employer in the Systems and, generally, the City’s employees are covered by the Systems’ South Carolina Retirement System (the “SCRS”) or the Police Officers Retirement System (the “PORS”) plans, unless the employee has elected to participate in the Optional Retirement Program (the “ORP”).

The SCRS plan offers retirement and other benefits, including disability, survivor and death benefits, to eligible state employees. Both employees and employers are required to contribute to the SCRS a percentage of the participating employee’s earnable compensation at a rate set by State law. The PORS plan offers retirement and other benefits for police officers employed by the City. Like the SCRS, both employees and employers are required to contribute to the PORS a percentage of the participating employee’s earnable compensation at a rate set by State law.

For Fiscal Year 2023, the City made contributions to the SCRS of \$[ ] and to the PORS of \$[ ], which amounts equaled the statutorily required contributions to SCRS and PORS.

City employees eligible for participation in the SCRS may choose to participate in the ORP, which is a defined contribution plan in which participants direct the investments of their funds in a plan administered by one of four investment providers. The Systems assume no liability for the ORP benefits and for this reason the ORP is not considered part of the retirement systems for financial statement purposes. Contributions to the ORP are set at the same rates as the SCRS. To participate in the ORP, participants must irrevocably waive participation in the SCRS.

Additionally, the Authority issues its own Annual Comprehensive Financial Report for the Systems (the “Report”). A copy of the Report for Fiscal Year 2022, may be found at [https://www.peba.sc.gov/sites/default/files/acfr\\_2022.pdf](https://www.peba.sc.gov/sites/default/files/acfr_2022.pdf) (which

is not intended to be an active hyperlink and is not incorporated by reference herein). Information for the Systems is also included in the Annual Comprehensive Financial Report for the State (the “State Report”). A copy of the State Report may be found at <https://cg.sc.gov/financial-reports/annual-comprehensive-financial-reports-acfrs/fy-2021-2022> (which is not intended to be an active hyperlink and is not incorporated by reference herein).

#### *Plan Contributions*

Contributions to the SCRS and PORS for both employers and employees are statutorily determined through fiscal year ending June 30, 2027. Contribution rates through fiscal year ending June 30, 2027 are as follows:

|                    | <b>SCRS</b>                  |                              | <b>PORS</b>                  |                              |
|--------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| <u>Fiscal Year</u> | <u>Employer Contribution</u> | <u>Employee Contribution</u> | <u>Employer Contribution</u> | <u>Employee Contribution</u> |
| 2022-2023          | 17.56%                       | 9.00%                        | 20.24%                       | 9.75%                        |
| 2023-2027          | 18.56                        | 9.00                         | 21.24                        | 9.75                         |

NOTE: Act 135 of 2020 of the General Assembly suspended the annual increase in the employer contribution rate for the SCRS and PORS for Fiscal Year 2021 as required by statute. Instead, the employer contribution percentages for Fiscal Year 2021, previously set by statute at 16.56% for the SCRS and 19.24% for the PORS, remained at the same rates imposed for Fiscal Year 2020 (i.e. 15.56% for SCRS and 18.24% for PORS). In each year since, including for employer contributions for Fiscal Year 2023, the General Assembly has suspended the statutory increase in the employer contributions for SCRS and PORS and instead increased the employer contribution by one percent over the prior fiscal year. It is unknown whether the General Assembly will continue to suspend the increase in employer contribution as set forth in the statute in future fiscal years.

Following fiscal year ending June 30, 2027, the Board of Directors of the Authority (the “Authority Board”) may set the contribution rates of participating employers; however, employee contributions are capped at 9.00% of earnable compensation for the SCRS and 9.75% of earnable compensation for the PORS. The Authority Board is authorized to set employer contributions based on the actuarial value of the plans; however, the Plan Legislation prohibits the Authority Board from increasing a participating employer’s rate of contribution by more than 0.5% in any fiscal year. The Authority Board may decrease contribution rates of both employers and employees if an actuarial valuation of the SCRS and PORS shows a funded ratio of at least 85% and any decrease would not decrease the funded ratio below 85%. Any decrease by the Authority Board to employer and employee contributions must be made in equal amounts.

Employer contribution rates may be increased above those as set forth in the table above or as set by the Authority Board after the fiscal year ending June 30, 2027, if the contribution rates are insufficient to meet the amortization schedule for the unfunded actuarial accrued liabilities of the SCRS and PORS as set forth below. Increases to employer contribution rates to meet the funding period set forth below may be made without limitation.

The unfunded actuarial accrued liability of the SCRS and PORS are determined by an annual actuarial valuation:

| <u>Fiscal Year</u> | <u>Funding Period</u> |
|--------------------|-----------------------|
| 2023-2024          | 24 years              |
| 2024-2025          | 23 years              |
| 2025-2026          | 22 years              |
| 2026-2027          | 21 years              |
| 2027 and after     | 20 years              |

#### *Reporting Plan Liability*

In accordance with the GASB Statement No. 68, the City reports its proportionate share of the overall Net Pension Liability of the Systems – which represents the difference between the total cost of the Systems’ expected future benefits to be paid and the value of assets on hand to cover the benefits – in its financial statements. For Fiscal Year 2023, the City reported its proportionate share of SCRS and PORS Net Pension Liability as \$[ ] and \$[ ], respectively, or [ ]% and [ ]% of the total net pension liability.

#### **Other Post-Employment Benefits**

The City provides other post-employment benefits (“OPEB”) through its single-employer defined dollar benefit plan, The City of Columbia Post-retirement Healthcare Benefit Program. The City administers the plan and provides healthcare benefits for eligible retirees and their spouses. By ordinance, City Council is vested with the authority to establish and amend benefit terms and financing requirements.



The City budgets and pays for OPEB related expenses on a pay-as-you-go basis. In addition, the City maintains an unrestricted account (the “OPEB Account”) that is intended, but is not limited, as a reserve for OPEB expenses. Pursuant to an Ordinance enacted by the City Council on December 1, 2020, the City authorized the use of funds in the OPEB Account to finance the acquisition, construction and equipping of two City-owned parking structures (including land acquisition costs, if any) (collectively, Garage 1), with a total cost of \$[ ]. The City intends to repay the OPEB Account, including an annual return of 1.5%, in the fiscal year ending June 30, 2030, from either the proceeds of an issuance of parking system revenue bonds or the available net revenues of the City’s parking system.

Pursuant to an Ordinance enacted by the City Council on July 20, 2021, the City authorized the use of funds in the OPEB Account to finance the acquisition, construction and equipping of a City-owned parking garage (including land acquisition costs, if any) (Garage 2), with a total cost of \$[ ]. The City intends to repay the OPEB Account, including an annual return of 1.5%, in the fiscal year ending June 30, 2031, from either the proceeds of an issuance of parking system revenue bonds or the available net revenues of the City’s parking system.

In accordance with GASB Statement No. 75, the City’s OPEB liability is now calculated based on the City’s total unfunded OPEB liability. As of June 30, 2024, the estimated total OPEB liability of the City was \$[ ]. The City anticipates the unfunded OPEB liability to increase, but is unable to provide an estimated increase.

### **Liability Insurance**

Subject to specific immunity set forth in the South Carolina Tort Claims Act, the City, like other local governments, is liable for damages not to exceed \$300,000 per incident/person and \$600,000 per occurrence/aggregate for torts. There are no limits in actual damages for recoveries under 42 U.S.C. § 1983. No punitive or exemplary damages are permitted under the South Carolina Tort Claims Act or the Federal Civil Rights Act. The City currently self-insures against tort liability under the South Carolina Tort Claims Act.

## **CERTAIN INVESTMENT CONSIDERATIONS**

The following discussion is intended only as a summary of certain pertinent risk factors relating to an investment in the Series 2025 Bonds. This summary is not intended to be an exclusive summary of factors to be considered in connection with making an investment in the Series 2025 Bonds. *In order for potential investors to identify risk factors and make an informed investment decision, they should thoroughly review this entire Official Statement and the appendices hereto and confer with their own tax and financial advisors when considering a purchase of the Series 2025 Bonds.*

### **Global Pandemics**

The COVID-19 pandemic has altered the behavior of businesses, government and people. The resulting and continued impact of any past or future pandemic on the City, the System, its operations, and the local, regional, national and international economies cannot be quantified or forecasted due to the uncertainties relating to its continued duration and severity, as well as what further actions may be taken by governmental authorities, businesses and institutions to respond to the impact.

Global Pandemics may have an impact on the financial performance of the System in the future, and the sources of revenues utilized by the System, but the extent of those impacts cannot be predicted. Data presented in this Official Statement regarding revenues received by the System in prior fiscal years should not be relied upon as a projection of revenues to be received by the System in the present and future fiscal years. This Official Statement presents historical data, which may not be indicative of near-term trends. Investors should exercise caution when relying on such information.

### **Cyber Security**

The City, like many other large public and private entities, relies on a large and complex technology environment to conduct its operations and faces multiple cybersecurity threats including, but not limited to, hacking, phishing, viruses, malware and other attacks on its computing and other digital networks and systems (collectively, “Systems Technology”). As a recipient and provider of personal, private, or sensitive information, the City may be the target of cybersecurity incidents that could result in adverse consequences to the City and its Systems Technology, requiring a response action to mitigate the consequences.

Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the City’s Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage. To mitigate the risk of business operations impact and/or

damage from cybersecurity incidents or cyber-attacks, the City invests in multiple forms of cybersecurity and operational safeguards. In particular, the City maintains a firewall between the City's network and the network that supports the System.

The City employs a full time employee dedicated to network security. While the City's cybersecurity and operational safeguards are periodically tested, no assurances can be given by the City that such measures will ensure against other cybersecurity threats and attacks. Cybersecurity breaches could cause material disruption to the City's finances or operations. The costs of remedying any such damage or obtaining insurance related thereto, or protecting against future attacks could be substantial, and insurance (if any can be obtained) may not be adequate to cover such losses or other resultant City costs and expenses. Further, cybersecurity breaches could expose the City to material litigation, liability under laws that protect the privacy of personal information, regulatory penalties and other legal risks, which could cause the City to incur material costs in connection therewith.

### **Climate Change**

The State is susceptible to the effects of extreme weather events and natural disasters, including floods, droughts and hurricanes, which could result in negative economic impacts on communities like the City. These effects may be amplified by a prolonged global temperature increase over the next several decades (commonly referred to as "climate change"). The City continues to monitor the impact of climate change on the City and the System. The City has been impacted by one or more extreme weather events within the past five fiscal years. As a result of the impact of such extreme weather events, the City has implemented and is implementing improvements to provide a more stable water supply and potentially reduce the impact of a future extreme weather event. See "THE CITY AND THE SYSTEM - Impact of Weather Event" above. However, no assurances can be given that a future extreme weather event driven by climate change will not adversely affect the operations of the City or the System.

## **INTEREST RATE SWAPS AND OTHER OBLIGATIONS**

The City may in the future enter into one or more additional interest rate swap or other derivative transactions, whether pursuant to the Master Agreement or otherwise and whether with the Counterparty or one or more other swap counterparties, to the extent not prohibited by the Ordinance. The extent or effect of any such additional transactions cannot be known as of the date of this Official Statement.

## **ENFORCEABILITY OF REMEDIES**

The remedies available to the owners of the Series 2025 Bonds on an event of default under the Ordinance are in many respects dependent on judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code and the Ordinance, the Series 2025 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds (including Co-Bond Counsel's approving opinions) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of credits enacted before or after such delivery.

## **LEGAL MATTERS**

### **Litigation**

No litigation is pending or, to the knowledge of the City, threatened in writing in any court to restrain or enjoin the issuance or delivery of the Series 2025 Bonds or the collection, payment or receipt of the moneys pledged or to be pledged to pay the principal of, premium, if any, and interest on the Series 2025 Bonds or, in any way contesting or affecting the validity of the Series 2025 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the Series 2025 Bonds or the organization or the powers of the City, including the power to operate the System and to collect revenues therefrom.

### **United States Bankruptcy Code**

The undertakings of the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, et seq., as amended ("Bankruptcy Code"), and other laws affecting creditors' rights and municipalities generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a state that is insolvent or

unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; provides that the plan must be accepted in writing by or on behalf of creditors; and provides that the plan must be accepted in writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

### **Other Legal Matters**

Certain legal matters incident to the authorization, issuance and sale of the Series 2025 Bonds are subject to the approval of the legality of issuance thereof by Burr & Forman LLP, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel to be delivered when the Series 2025 Bonds are issued are set forth in APPENDIX D hereto. Certain matters will be passed on for the Underwriters by Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and Starkes Law Firm, LLC, Columbia, South Carolina, as Co-Underwriters' Counsel. Certain legal matters will be passed on behalf of the City by the City Attorney, Teresa A. Knox, Esquire.

From time to time, Parker Poe Adams & Bernstein LLP serves as bond counsel to the City and, from time to time, one or both Parker Poe Adams & Bernstein LLP, Starkes Law Firm, LLC, and Burr & Forman LLP have represented one or more of the Underwriters or Stifel, Nicolaus & Company, Inc., as counsel in financing transactions unrelated to the sale of the Series 2025 Bonds. Neither the City nor any of the Underwriters nor Stifel, Nicolaus & Company, Inc., has conditioned the future employment of any of these firms in connection with any proposed financing issues for the City or either Underwriter on the successful execution and delivery of the Series 2025 Bonds.

## **TAX EXEMPTION AND OTHER TAX MATTERS**

### **Federal Tax Matters**

*Generally.* In the opinion of Burr & Forman LLP, to be delivered on the date of issuance of the Series 2025 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the City's continued compliance with certain covenants described below, interest on the Series 2025 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended (the "Code"), including the Treasury Regulations promulgated thereunder, includes provisions that relate to tax-exempt obligations, such as the Series 2025 Bonds, including, among other things, permitted uses and investment of the proceeds of the Series 2025 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Series 2025 Bonds becoming subject to federal income taxation retroactive to the respective issuance dates thereof. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Series 2025 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the Series 2025 Bonds to be taxable retroactively to the date of issuance.

Interest on the Series 2025 Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. The Inflation Reduction Act of 2022, H.R. 5376, includes an alternative minimum tax to be imposed on the "adjusted financial statement income" of "applicable corporations," as each is defined therein, for tax years beginning after December 31, 2022. The interest on the Series 2025 Bonds may be included in the adjusted financial statement income of such applicable corporations for purposes of computing such alternative minimum tax.

Although Burr & Forman LLP is of the opinion that interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Series 2025 Bonds may otherwise affect the federal

income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Series 2025 Bonds should be aware that ownership of the Series 2025 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, taxpayers otherwise entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2025 Bonds. Burr & Forman LLP will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Series 2025 Bonds should consult their tax advisors as to collateral federal income tax consequences.

Burr & Forman LLP has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the issuance date of the Series 2025 Bonds may affect the tax status of interest on the Series 2025 Bonds. In rendering its opinion, Burr & Forman LLP will rely on certificates and representations of the City with respect to certain material facts solely within the City's knowledge relating to the investment and use of the proceeds of the Series 2025 Bonds and compliance by the City with certain covenants.

The opinion of Burr & Forman LLP is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Burr & Forman LLP's judgment as to the proper treatment of the Series 2025 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (the "IRS") or the courts.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2025 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the holders thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2025 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the Series 2025 Bonds. Prospective purchasers of the Series 2025 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Burr & Forman LLP expresses no opinion.

The IRS has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations is includable in gross income for federal income tax purposes. Burr & Forman LLP cannot predict whether the IRS will commence an audit of the Series 2025 Bonds. Burr & Forman LLP's engagement with respect to the Series 2025 Bonds ends with the issuance of the Series 2025 Bonds, and, unless separately engaged, Burr & Forman LLP is not obligated to defend the City or owners of the Series 2025 Bonds regarding the tax-exempt status of the Series 2025 Bonds in the event of an audit by the IRS. Under current procedures, parties other than the City and its appointed counsel, including the Series 2025 Bond owners, would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2025 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2025 Bonds, and may cause the City or the Series 2025 Bond owners to incur significant expense, regardless of the ultimate outcome.

*[Original Issue Discount.]* Certain of the Series 2025 Bonds have been sold at initial public offering prices which are less than the amount payable at maturity (the "Discount Bonds"). An amount not less than the difference between the initial public offering prices of the Discount Bonds and the amount payable at maturity constitutes original issue discount, which will be treated as interest on such Discount Bonds and, to the extent properly allocable to particular owners who acquire such Discount Bonds at the initial offering thereof, will be excludable from gross income for federal income tax purposes to the same extent as other interest on the Series 2025 Bonds.

For this purpose, the issue price of a particular maturity of the Series 2025 Bonds is the first price at which a substantial amount of such maturity is sold to the public (excluding bond houses, brokers, or other similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2025 Bonds accrues daily over the term to maturity of such Series 2025 Bonds on the basis of a constant interest rate compounded semi-annually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2025 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2025 Bonds.

Owners who may acquire Series 2025 Bonds that are Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount or interest properly accruable with respect to such Series 2025 Bonds, other tax consequences of owning Discount Bonds and the state and local tax consequences of owning Discount Bonds.]

*[Original Issue Premium.* Certain of the Series 2025 Bonds have been sold at initial public offering prices which are greater than the amount payable at maturity (the “Premium Bonds”). An amount equal to the excess of the purchase price of the Premium Bonds over their stated redemption prices at maturity constitutes premium on such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the purchaser’s basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis is reduced, no federal income tax deduction is allowed.

Purchasers of any Series 2025 Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such Series 2025 Bonds.]

*Information Reporting and Backup Withholding.* Interest paid on the Series 2025 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2025 Bonds who fails to provide certain required information and who is not an exempt person. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against a holder’s U.S. federal income tax liability provided the required information is furnished by such holder to the IRS in a timely manner.

### **State Tax Law Matters**

Burr & Forman LLP is of the opinion that under present laws of the State, interest on the Series 2025 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, imposes on every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term “entire net income” include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the Series 2025 Bonds will be included in such computations.

### **FINANCIAL ADVISOR**

Stifel, Nicolaus & Company, Inc., Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the Series 2025 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the Series 2025 Bonds. The Financial Advisor will be paid from the proceeds of the Series 2025 Bonds.

### **CONTINUING DISCLOSURE**

To the extent required by Rule 15c2-12 promulgated by the SEC (the “Rule”), the City, through a written agreement or contract for the benefit of registered owners and the Beneficial Owners of the Series 2025 Bonds, will provide notice, in a format as required by the Rule, either directly or indirectly through a designated agent, in a timely manner not in excess of ten business days after its occurrence, of any of the events enumerated in Section (b)(5)(i)(C) of the Rule and will provide certain financial information and operating data relating to the City by no later than February 1 after the end of each of the City’s fiscal years, commencing with the report for Fiscal Year 2023 (the “Annual Report”). The form of that written agreement, the Disclosure Dissemination Agent Agreement (the “Continuing Disclosure Agreement”), entered into by the City with Digital Assurance Certification, L.L.C. (“DAC”) in connection with the issuance of the Series 2025 Bonds, is attached as APPENDIX E. The Annual Report will be filed on behalf of the City by DAC, as dissemination agent, with the Municipal Securities Rulemaking Board. These covenants have been made in order to assist the original purchasers of the Series 2025 Bonds in complying with the Rule.

As provided in the Continuing Disclosure Agreement, if the City fails to comply with any provision of the Continuing Disclosure Agreement, any registered owner or “Holder” of the Series 2025 Bonds may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement. “Beneficial Owner” is defined in the Continuing Disclosure Agreement to mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2025 Bonds (including persons holding Series 2025 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2025 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a “Holder” within the meaning of the Continuing Disclosure Agreement.

For Fiscal Year 2018, the City timely filed its Annual Report on January 25, 2019. For Fiscal Year 2019, the City timely filed its Annual Report on January 24, 2020, which initially included the City’s unaudited financial statements but was updated on February 26, 2020, once the City’s audit became available. For Fiscal Year 2020, the City timely filed its Annual Report on January 25, 2021. For Fiscal Year 2021, the City timely filed its Annual Report on January 25, 2022, which initially included the City’s unaudited financial statements but was updated on February 3, 2022, once the City’s audit became available. For Fiscal Year 2022, the City timely filed its Annual Report on January 26, 2024.

In recent years there have been numerous rating actions reported by Moody’s and S&P affecting several municipal bond insurance companies, some of which had insured or insure certain of the City’s bonds. Due to widespread knowledge of these rating actions, material event notices have not previously been filed by the City in each instance.

The City’s policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City’s finance staff of the importance of the Rule and continuing disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff member with responsibility for continuing disclosure; and (3) the City’s review of potential market changes that might relate to the City’s continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the Series 2025 Bonds then Outstanding at the time of the amendment. Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided. The City’s continuing disclosure undertakings under the Continuing Disclosure Agreement will terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the Series 2025 Bonds.

So long as required, pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, the City shall file with a South Carolina-based, central repository, if any, for availability in the secondary bond market when requested, an annual independent audit within 30 days of its receipt and event specific information within 30 days of an event adversely affecting more than 5% of revenues of the City or the City’s tax base. At present, there is no South Carolina-based, central repository.

## RATINGS

Moody’s and S&P have assigned the Series 2025 Bonds their municipal bond ratings of “[ ]” and “[ ],” respectively. Such ratings reflect only the views of Moody’s and S&P and an explanation of the significance of such ratings may be obtained from Moody’s at the following address: Moody’s Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007 and for S&P at: S&P Global Ratings, 55 Water Street, 38th Floor, New York, New York 10041. The City has furnished to Moody’s and S&P certain information and materials respecting the City and the Series 2025 Bonds. Generally, Moody’s and S&P base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained and made by them. There is no assurance that such ratings will remain



unchanged for any period of time or that it may not be revised downward or withdrawn entirely by Moody's or S&P, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2025 Bonds.

#### UNDERWRITING

\_\_\_\_\_, (“\_\_\_\_\_”) and \_\_\_\_\_  
 (“\_\_\_\_\_”), are acting as co-senior managing underwriters for the Series 2025 Bonds.  
 \_\_\_\_\_ (“\_\_\_\_\_”), serves as co-manager on the Series 2025 Bonds.

The Series 2025 Bonds are being purchased for reoffering by \_\_\_\_\_ and \_\_\_\_\_ on behalf of themselves and as representative of \_\_\_\_\_, as underwriters (the “Underwriters”).

The Underwriters have agreed, subject to certain conditions, to purchase the Series 2025 Bonds at a purchase price of \$[ ] (representing the par amount of the Series 2025 Bonds less an underwriter's discount of \$[ ], [plus][less][net] aggregate original issue [premium][discount] of \$[ ]).

The Underwriters may offer and sell the Series 2025 Bonds to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriters.

### CONCLUDING STATEMENT

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the Series 2025 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the Series 2025 Bonds and the Ordinance and to such determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the City that are believed to be reliable but is not guaranteed as to accuracy or completeness.

The agreement between the City and the holders of the Series 2025 Bonds is fully set forth in the Ordinance and neither any advertisement for the Series 2025 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the Series 2025 Bonds.

Anyone having questions should direct them to Jeffery M. Palen, Assistant City Manager for Finance and Economic Services and Chief Financial Officer, City of Columbia, 1737 Main Street, Columbia, South Carolina 29201, and telephone 803.545.4308.

The delivery of this Official Statement and its use in connection with the sale of the Series 2025 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH CAROLINA

By: \_\_\_\_\_  
Daniel J. Rickenmann  
Mayor

**APPENDIX A****A PORTION OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT  
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2023**

**APPENDIX B****SELECTED INFORMATION REGARDING THE CITY,  
LEXINGTON COUNTY, RICHLAND COUNTY AND THE COLUMBIA MSA**

[To be updated]

### Population

The population estimates of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area (the “Columbia MSA”) for the preceding three decades and the most current available year are set forth in the following table:

| <u>Year</u>       | <u>City</u> | <u>Lexington County</u> | <u>Richland County</u> | <u>Columbia MSA</u> |
|-------------------|-------------|-------------------------|------------------------|---------------------|
| 2000              | 116,278     | 216,014                 | 320,677                | 647,158             |
| 2010              | 129,272     | 262,391                 | 384,504                | 767,598             |
| 2020              | 136,632     | 293,991                 | 416,147                | 829,472             |
| 2022 <sup>†</sup> | 139,698     | 304,797                 | 421,566                | 847,686             |

Source: U.S. Department of Commerce, Bureau of the Census

<sup>†</sup> Estimate as of July 1, 2022.

### Per Capita Personal Income

The following table shows the per capita income in Lexington County, Richland County and the State for the past five calendar years for which information is available:

| <u>Calendar Year</u> | <u>Lexington County</u> | <u>Richland County</u> | <u>State</u> |
|----------------------|-------------------------|------------------------|--------------|
| 2017                 | \$47,040                | \$44,064               | \$42,758     |
| 2018                 | 47,695                  | 45,052                 | 44,155       |
| 2019                 | 49,874                  | 47,123                 | 46,681       |
| 2020                 | 51,900                  | 49,808                 | 49,105       |
| 2021                 | 55,304                  | 52,980                 | 52,467       |

Source: U.S. Department of Commerce; Bureau of Economic Analysis

### Median Family Income

Estimated median family income statistics are available only as combined figures for the Columbia MSA made up of Lexington, Richland, Fairfield, Kershaw, Calhoun and Saluda counties. The median family income for the Columbia MSA for the last five fiscal years, for which information is available, are shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

| <u>Fiscal Year<br/>Ended June 30</u> | <u>Columbia MSA</u> | <u>State</u> | <u>United States</u> |
|--------------------------------------|---------------------|--------------|----------------------|
| 2018                                 | \$69,900            | \$62,500     | \$71,900             |
| 2019                                 | 68,900              | 65,400       | 75,500               |
| 2020                                 | 72,600              | 66,300       | 78,500               |
| 2021                                 | 72,100              | 68,700       | 79,900               |
| 2022                                 | 83,300              |              |                      |

Source: U.S. Department of Housing and Urban Development, Office of Policy Development and Research

## Retail Sales

The following table shows retail sales of businesses located in Lexington County, Richland County and the City for the last five fiscal years, for which information is available:

| <u>Fiscal Year</u><br><u>Ended June 30</u> | <u>Lexington</u><br><u>County</u> | <u>Richland</u><br><u>County</u> | <u>City</u>     |
|--------------------------------------------|-----------------------------------|----------------------------------|-----------------|
| 2019                                       | \$14,590,044,748                  | \$11,838,516,781                 | \$5,639,948,748 |
| 2020                                       | 14,323,325,617                    | 11,847,239,102                   | 5,719,209,775   |
| 2021                                       | 16,424,802,867                    | 12,795,614,754                   | 6,175,099,048   |
| 2022                                       | 18,798,111,717                    | 13,780,784,000                   | 6,931,960,613   |
| 2023                                       | 18,967,822,101                    | 14,720,294,816                   | 7,454,724,502   |

Source: South Carolina Department of Revenue

## Unemployment Rates

The average unemployment rates in the City, Lexington County, Richland County, the State and the United States for each of the last five calendar years, for which information is available, are set forth in the following table:

| <u>Calendar</u><br><u>Year</u> | <u>City</u> | <u>Lexington</u><br><u>County</u> | <u>Richland</u><br><u>County</u> | <u>State</u> | <u>United</u><br><u>States</u> |
|--------------------------------|-------------|-----------------------------------|----------------------------------|--------------|--------------------------------|
| 2018                           | 3.8%        | 2.8%                              | 3.4%                             | 3.4%         | 3.9%                           |
| 2019                           | 3.1         | 2.3                               | 2.7                              | 2.8          | 3.7                            |
| 2020                           | 6.0         | 4.2                               | 5.7                              | 6.0          | 8.1                            |
| 2021                           | 4.3         | 3.0                               | 4.1                              | 3.9          | 5.3                            |
| 2022                           | 3.7         | 2.7                               | 3.3                              | 3.2          | 3.6                            |

Source: U.S. Bureau of Labor Statistics

The monthly unemployment rates in the City, Lexington County, Richland County, the State and the United States for the last 12 months, for which information is available, are set forth in the following table:

| <u>Month</u>                | <u>City</u> | <u>Lexington</u><br><u>County</u> | <u>Richland</u><br><u>County</u> | <u>State</u> | <u>United</u><br><u>States</u> |
|-----------------------------|-------------|-----------------------------------|----------------------------------|--------------|--------------------------------|
| October 2022                | 3.9%        | 2.6%                              | 3.3%                             | 3.3%         | 3.4%                           |
| November 2022               | 3.5         | 2.5                               | 2.9                              | 2.8          | 3.4                            |
| December 2022               | 3.2         | 2.5                               | 2.9                              | 3.0          | 3.3                            |
| January 2023                | 4.1         | 2.9                               | 3.5                              | 3.5          | 3.9                            |
| February 2023               | 4.2         | 3.2                               | 3.6                              | 3.7          | 3.9                            |
| March 2023                  | 3.8         | 2.8                               | 3.4                              | 3.4          | 3.6                            |
| April 2023                  | 2.9         | 2.0                               | 2.5                              | 2.4          | 3.1                            |
| May 2023                    | 3.6         | 2.4                               | 2.9                              | 2.8          | 3.4                            |
| June 2023                   | 4.2         | 3.0                               | 3.6                              | 3.5          | 3.8                            |
| July 2023                   |             |                                   |                                  |              |                                |
| August 2023                 |             |                                   |                                  |              |                                |
| September 2023 <sup>P</sup> |             |                                   |                                  |              |                                |

<sup>P</sup> Preliminary.

Source: U.S. Bureau of Labor Statistics



### Construction Activity

The growth of the City is reflected in the following table showing the number of new commercial and residential units constructed in the City and the approximate cost of those units in the last five fiscal years, for which information is available:

| Fiscal Year Ended<br><u>June 30</u> | <u>Commercial</u>         |                                      | <u>Residential</u>        |                                       |
|-------------------------------------|---------------------------|--------------------------------------|---------------------------|---------------------------------------|
|                                     | Number of<br><u>Units</u> | Estimated<br><u>Commercial Costs</u> | Number of<br><u>Units</u> | Estimated<br><u>Residential Costs</u> |
| 2019                                | 42                        | \$132,467,454                        | 392                       | \$71,623,594                          |
| 2020                                | 42                        | 117,310,047                          | 457                       | 81,301,467                            |
| 2021 <sup>†</sup>                   | 32                        | 61,393,082                           | 0                         | 0                                     |
| 2022                                | 38                        | 56,037,385                           | 1,949                     | 313,207,085                           |
| 2023                                |                           |                                      |                           |                                       |

<sup>†</sup> There were no new residential units in 2021 due to the COVID-19 pandemic. Once statewide and national restrictions were lifted and some regularity returned to the construction market, demand for residential units returned and is reflected in the number of permits issued in Fiscal Year 2022.

Source: City of Columbia, Planning and Development Services, Permits

### Commerce and Industry

The City has a diverse economy driven by private-sector employers, State and federal government presence, and higher-educational institutions, the largest of which is the University of South Carolina.

#### *Major Industrial Employers*

The following table shows the ten largest industrial employers, located within the Columbia MSA, the type of business and their approximate number of employees:

| <u>Name</u>                 | <u>Type of Business</u>        | <u>Approximate Number of<br/>Employees</u> |
|-----------------------------|--------------------------------|--------------------------------------------|
| Dominion Energy             | Utility                        | 3,066                                      |
| Michelin North America Inc. | Tire manufacturing             | 2,240                                      |
| Nephron Pharmaceuticals     | Pharmaceuticals                | 2,014                                      |
| Trane                       | Air conditioning               | 1,345                                      |
| Westinghouse Electric Corp. | Nuclear fuel assemblies        | 1,093                                      |
| Square D/Schneider Electric | Industrial electrical controls | 800                                        |
| Sylvamo                     | Wood and Paper Products        | 700                                        |
| V.C. Summer Nuclear Plant   | Alternative Energy             | 700                                        |
| Harsco Track Technologies   | Construction/energy            | 567                                        |
| The State Media Co.         | Newspaper                      | 560                                        |

Source: Central SC Alliance

### *Major Non-Industrial Employers*

The following table shows the ten largest non-industrial employers (other than the governmental entities described under “Government Employers” below), located within the Columbia MSA, the type of business and their approximate number of employees:

| <u>Name</u>                    | <u>Type of Business</u> | <u>Approximate Number<br/>of Employees</u> |
|--------------------------------|-------------------------|--------------------------------------------|
| Prisma Health                  | Health Care             | 15,000                                     |
| Blue Cross & Blue Shield of SC | Insurance               | 10,998                                     |
| Lexington Medical Center       | Healthcare              | 6,557                                      |
| Walmart                        | Retail                  | 5,800                                      |
| Amazon                         | Distribution Center     | 2,684                                      |
| AT&T                           | Telecommunications      | 2,100                                      |
| MUSC Health Columbia           | Healthcare              | 1,625                                      |
| DORN VA Medical Center         | Healthcare              | 1,457                                      |
| UPS                            | Logistics, Distribution | 1,329                                      |
| Palmetto GBA                   | Finance & Insurance     | 1,300                                      |

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Source: Central SC Alliance

### *Government Employers*

Governmental entities are the largest employers in the Columbia MSA. As the table below indicates, such governmental entities have historically provided a stable employment base. These entities include the State government, local governments (including the City), other federal government entities and local school districts. The table shown below provides a breakdown on employment by these entities for the Columbia MSA:

| <u>Name</u>                                         | <u>Approximate Number<br/>of Employees</u> |
|-----------------------------------------------------|--------------------------------------------|
| State of South Carolina                             | 32,085                                     |
| University of South Carolina                        | 6,456                                      |
| S.C. Department of Corrections                      | 4,478                                      |
| S.C. Department of Social Services                  | 4,272                                      |
| Richland County School District 1                   | 4,265                                      |
| S.C. Department of Mental Health                    | 4,069                                      |
| S.C. Department of Transportation                   | 4,004                                      |
| Lexington County School District 1                  | 3,750                                      |
| Richland County School District 2                   | 3,654                                      |
| S.C. Department of Health and Environmental Control | 3,023                                      |

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Source: Central SC Alliance

### *Fort Jackson*

Fort Jackson (“Fort”) was established in 1917 and designated as a permanent post of the United States Army in 1940. The Fort is the largest and most active Initial Entry Training Center in the United States Army. In addition, the Fort hosts a number of schools and training institutions that provided advance training to approximately 22,000 students on an annual basis. More than 3,500 active duty soldiers and their family members are assigned to the Fort.

The Fort, annexed into the City in October 1968, has a significant economic impact on the midlands area, contributing approximately \$2.4 billion to the local economy. In addition, approximately 250,000 friends and family members visit the midlands area each year to attend basic training graduation activities, using local hotels,

restaurants and shopping areas. The Fort encompasses more than 52,000 acres of land including over 100 ranges and field training sites and over 1,000 buildings.

#### *Commercial Development*

The City has a number of vibrant corridors to include Downtown, the Vista and the Bull Street District. These areas are notable for attracting new businesses and residents, while offering a mix of commercial space, residential options, retail shops and a wide array of restaurants and nightlife.

### **Facilities and Infrastructure**

#### *Transportation*

Interstate highways I-20, I-26 and I-77 and a network of U.S. and State highways traverse the Columbia MSA. Rail freight service is provided by CSX Transportation and Norfolk Southern Corporation. Rail passenger service is available through Amtrak. Nationwide freight service is available through approximately 50 motor freight lines regularly serving the area. Intercity bus service is provided by Greyhound Lines, Inc.

The Columbia Metropolitan Airport (the “Airport”) is comprised of two runways, associated taxiways, an air traffic control tower, aviation fuel storage facilities, aircraft parking aprons, a passenger terminal building, air cargo buildings, general aviation hangars and terminals, support facilities for the U.S. Army Reserve, the aeronautical facilities of the South Carolina Aeronautics Commission, roads, grounds and public parking facilities; all of which are located on approximately 2,600 acres. Air operations are conducted on an 8,600-foot x 150-foot runway and an 8,000-foot x 150-foot runway. The passenger airlines currently serving the Airport include American Airlines, Delta Air Lines and United Airlines. The major air cargo companies serving the Airport include Mountain Air Cargo, Martinaire, Air Cargo Carriers, Federal Express, United Parcel Service (“UPS”) and contracted carriers. The Airport is the site of UPS’s southeastern region Air/Ground Hub and Sortation Station for both its Next Day Air and Second Day Air package delivery services. The Jim Hamilton-L.B. Owens Airport, with a 5,011-foot x 75-foot runway and 400-foot stopway, is located in the southeast section of the City and is used by private and other small aircraft.

#### *Medical and Health Services*

Richland County is a regional health center with two federal facilities (Wm. Jennings Bryan Dorn VA Medical Center and Moncrief) and six primary acute care hospitals: Prisma Health Richland, Prisma Health Baptist, Prisma Health Baptist Parkridge, MUSC Health Columbia Medical Center Downtown, MUSC Health Columbia Medical Center Northeast, and Lexington Medical Center Northeast. In addition, there are five psychiatric hospitals and approximately 100 licensed nursing homes and community residential care facilities in the Columbia MSA.

#### *Financial Institutions*

The Columbia MSA serves as the chief financial center of the State. According to the Federal Deposit Insurance Corporation, as of June 30, 2024, there were [ ] branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$[ ].

#### *Utilities*

Electricity for industrial, residential and commercial consumption is provided by Dominion Energy South Carolina, Tri-County Cooperative, Inc., and Mid-Carolina Electric Cooperative, Inc. Natural gas is provided by Dominion Energy South Carolina. Water and sewer service is provided by the City inside the City limits, as well as to portions of Richland and Lexington Counties.

#### *Recreation*

The City offers many opportunities for recreation and leisure activities, including Columbia Museum of Art, South Carolina State Museum, and EdVenture Children’s Museum. Local theatres include Koger Center for the Arts, Trustus Theatre and Town Theatre. Riverbanks Zoo & Garden, ranked among the top ten zoos in the nation.

Lake Murray, a 50,000-acre man-made lake with more than 500 miles of shoreline in Richland, Lexington, Saluda and Newberry counties, includes opportunities for fishing, camping, boating, sailing and skiing, as well as residential sites for single-family and multi-family development. Congaree National Park, offers more than 20,000 federally designated wilderness acres that visitors can explore by foot, kayak, or canoe.

#### *Public Schools*

The Columbia MSA is home to several large school districts, including School District No. 1 of Richland County, School District No. 2 of Richland County, and School District No. 5 of Lexington County and Richland County. The enrollment in these districts is approximately 68,000 students. All public schools are fully accredited and all teachers fully certified by the South Carolina Department of Education.

#### *Higher Education*

There are eight institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina (“USC”) in the City. The table below lists these institutions and their Fall 2022 enrollments:

| <u>College/University</u>                      | <u>Enrollment</u> |
|------------------------------------------------|-------------------|
| University of South Carolina (Columbia Campus) | 35,485            |
| Midlands Technical College                     | 9,089             |
| Columbia International University              | 2,478             |
| Benedict College                               | 1,789             |
| Columbia College                               | 1,494             |
| Southern Wesleyan University                   | 1,156             |
| Allen University                               | 657               |
| South University                               | 520               |

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Source: South Carolina Commission on Higher Education

USC is the State’s flagship research university. The main campus is located centrally in the City and serves as an economic driver for the surrounding area through direct investments by USC and its Development Foundation. USC’s campus is home to the Colonial Life Arena – the largest arena in the State with 18,000 seats, the Strom Thurmond Wellness and Fitness Center, the Greek Village, the Alumni Center, and School of Law, and Innovista, a research campus comprised of the Arnold School of Public Health, the Darla Moore School of Business and two research complexes: Horizon Center and Discovery Plaza.

**APPENDIX C**

**SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE**

## SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

The following statements are brief summaries of certain provisions of the General Ordinance, the Eleventh Supplemental Ordinance and the Seventeenth Supplemental Ordinance (as such terms are defined in the front part of this Official Statement or herein, as the context would allow; such General Ordinance, Eleventh Supplemental Ordinance and Seventeenth Supplemental Ordinance are referenced herein as the “Ordinance”). These summaries do not purport to be complete, and reference is made to the Ordinance for a full and complete statement of such provisions. All capitalized terms not defined herein have the meanings ascribed thereto in the front part of this Official Statement or the Ordinance.

### CERTAIN DEFINITIONS

“2016 Bonds” means, collectively, the 2016A Bonds and the 2016B Bonds.

“2016A Bonds” means the \$63,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which \$28,750,000 principal amount is presently outstanding.

“2016B Bonds” means the \$146,710,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B, dated December 8, 2016, of which \$139,715,000 principal amount is presently outstanding.

“2018 Bonds” means the \$87,340,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018, dated June 21, 2018, of which \$48,795,000 principal amount is presently outstanding.

“2019 Bonds” means, collectively, the 2019A Bonds, the 2019B Bonds and the 2019C Bonds.

“2019A Bonds” means the \$131,085,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019A, dated December 5, 2019, of which \$90,260,000 principal amount is presently outstanding.

“2019B Bonds” means the \$143,855,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2019B, dated December 5, 2019, of which \$127,960,000 principal amount is presently outstanding.

“2019C Bonds” means the \$6,875,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2019C, dated December 5, 2019, of which \$4,980,000 principal amount is presently outstanding.

“2021 Bonds” means, collectively, the 2021A Bonds and the 2021B Bonds.

“2021A Bonds” means the \$18,935,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2021A, dated March 17, 2021, of which \$18,565,000 principal amount is presently outstanding.

“2021B Bonds” means the \$116,600,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2021B, dated March 17, 2021, of which \$115,505,000 principal amount is presently outstanding.

“2022 Bonds” means the \$73,815,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2022, dated December 8, 2022, all of which is presently outstanding.

“2023 Bonds” means, collectively, the 2023A Bonds and the 2023B Bonds.

“2023A Bonds” means the \$46,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2023A, dated December 7, 2023, all of which is presently outstanding.

“2023B Bonds” means the \$80,410,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2023B, dated December 7, 2023, of which \$78,535,000 is presently outstanding.



“2025 Bonds” means the \$[PAR]\* original principal amount Waterworks and Sewer System Revenue Bonds, Series 2025.

“2024 Debt Service Fund” means the fund of that name established pursuant to the Seventeenth Supplemental Ordinance to provide for the payment of the principal and interest on the 2025 Bonds.

“2024 Projects” means, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in the Seventeenth Supplemental Ordinance, and such other improvements as the City may deem necessary or incidental to the System.

“Accountant” means a firm of independent certified public accountants selected by the City.

“Act” means Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the City to provide for the issuance of the Bonds, including, if applicable, with respect to any Series of refunding Bonds, Title 11, Chapter 21, Code of Laws of South Carolina 1976, as amended.

“Additional Bonds” means any Bonds issued under the provisions of the General Bond Ordinance described under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein.

“Annual Budget” means the annual budget required by the provisions of the General Bond Ordinance described in Paragraph G under the heading “SUMMARY OF ORDINANCE—General Covenants” herein.

“Beneficial Owner” means any purchaser who acquires beneficial ownership interest in any 2025 Bond held by the Depository. In determining any Beneficial Owner, the City, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any 2025 Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bondholders” or the term “Holders” or any similar term means the registered owner or owners of any Outstanding Bond or Bonds.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Bonds” means, collectively, the 2016 Bonds, the 2018 Bonds, the 2019 Bonds, the 2021 Bonds, the 2022 Bonds, the 2023 Bonds, the 2025 Bonds and any Bonds issued under and pursuant to the General Bond Ordinance, except Junior Bonds and Special Facilities Bonds.

“Book-Entry Form” or “Book-Entry System” means with respect to the 2025 Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2025 Bonds may be transferred only through a book-entry and (b) physical 2025 Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical 2025 Bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the 2025 Bonds, when subject to the Book-Entry System.

“Books of Registry” means the registration books maintained by the Registrar in accordance with the General Bond Ordinance.

“Business Day” means any day other than a Saturday, a Sunday or a day which is in the State or the state in which the respective office of the Paying Agent and the Registrar is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

“City” means the City of Columbia, South Carolina.

“Construction Fund” means any fund established with and maintained by the custodian named by ordinance or

resolution of the City, and derived from certain of the proceeds of the sale of Bonds of a Series and intended to defray the cost of all or a portion of any Project and to pay all Costs of Acquisition and Construction in connection therewith, as established in a supplemental ordinance authorizing the issuance of such Series of Bonds.

“Construction Fund of 2024” means the fund established pursuant to the Seventeenth Supplemental Ordinance into which a portion of the proceeds of the 2025 Bonds will be deposited.

“Consulting Engineer” means the engineer or engineering firm or corporation registered and qualified to practice the profession of engineering under the laws of the State and having a favorable reputation for skill and experience in the construction and operation of water treatment systems, sewage disposal and treatment systems employed by the City to perform and carry out the duties imposed by the General Bond Ordinance, and who or which is not a full-time employee of the City.

“Contingent Fund” means the fund of that name established pursuant to the General Bond Ordinance.

“Cost of Acquisition and Construction” means, to the extent permitted by the Act, all costs of acquisition and construction of any Project, including the Costs of Issuance with respect to and capitalized interest on Bonds issued for such purpose. Cost of Acquisition and Construction include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Cost of Acquisition and Construction.

“Cost of Issuance” means all items of expense, directly or indirectly payable or reimbursable by or to the City and related to the authorization, sale and issuance of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Registrar or Paying Agent, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of refunding, premiums for insurance of the payment of Bonds, financing charges, accrued interest with respect to the initial investment of proceeds of Bonds and any other costs, charges or fees in connection with the original issuance of Bonds.

“Council” means the City Council of the City of Columbia, South Carolina.

“Debt Service” means, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such Series of Bonds; provided, that the interest on Variable Rate Indebtedness then Outstanding will be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the twelve (12) months immediately preceding the date of calculation; provided further, that for purposes of the provisions of the General Bond Ordinance described under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein, interest on Variable Rate Indebtedness then proposed to be issued will be calculated at the initial interest rate on such Variable Rate Indebtedness as of the date of such calculation; provided, further, that in the case of Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City’s debt service payment obligation therefore (including but not limited to Build America Bonds (“BABs”) issuable pursuant to the authority of the American Recovery and Reinvestment Act of 2009 (“ARRA”)), the amount to be paid or set aside in the applicable Debt Service Fund in each Fiscal Year for such payment of Debt Service will be reduced by the payment that the City has or will be entitled to receive for such purpose.

“Debt Service Fund” means the funds of that name established pursuant to the General Bond Ordinance and so designated pursuant to a supplemental ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to the General Bond Ordinance as the same respectively become due and payable.

“Debt Service Reserve Fund” means the funds, if any, of that name established pursuant to the General Bond Ordinance and so designated pursuant to a supplemental ordinance.

“Default” or “Event of Default” means any of those defaults specified in and defined as such under the General Bond Ordinance, as summarized under the heading “SUMMARY OF ORDINANCE—Events of Default and

Remedies—*Events of Default*” herein.

“Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a book-entry system to record ownership of beneficial interests in the 2023 Bonds, and to effect transfers of the 2023 Bonds, in book-entry only form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Depreciation Fund” means the fund of that name established pursuant to the General Bond Ordinance.

“Eleventh Supplemental Ordinance” means the Eleventh Supplemental Ordinance No. 2016-046 of the Council enacted on September 6, 2016.

“Expenses of Operating and Maintaining the System” means the costs and expenses of operating and maintaining the System in good repair and working order including wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the reasonable fees and charges of any Paying Agents and Registrars of any Bonds issued pursuant to the General Bond Ordinance or any supplemental ordinance thereto, the costs of any audit required by the General Bond Ordinance and the premium for all insurance required with respect to the System. Expenses of Operating and Maintaining the System do not include (i) any allowance for depreciation, (ii) any renewals or replacements of capital assets of the System, (iii) any amounts deemed to be payments in lieu of taxes or other equity transfers, (iv) any pension-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (v) any payment or amortization of financing expenses, underwriting discounts, call premiums, losses on the extinguishment of debt due to refinancing of the same, and other related and non-recurring expenses resulting from the issuance or refinancing of long term indebtedness, or (vi) any losses on the sale or other disposition of investments or fixed or capital assets.

“Fiscal Year” means the fiscal year for the System as determined by the Council, initially being the period from July 1 in any year to and including June 30 in the following year.

“General Bond Ordinance” means Ordinance No. 93-43 of the Council of the City authorizing the issuance of Bonds enacted on May 21, 1993, as from time to time amended or supplemented by one or more supplemental ordinances.

“Government Obligations” means any of the following:

- (a) non-callable bonds, notes or direct obligations and general obligations of the United States;
- (b) non-callable, U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGS”);
- (c) non-callable, direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;
- (d) non-callable, obligations issued by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America; and
- (e) pre-refunded municipal bonds which are rated “Aaa” by Moody’s or “AAA” by S&P.

“Interest Account” means the account by that name created within each respective Debt Service Fund.

“Junior Bonds” means either (a) bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the Bonds or (b) any other obligation or form of indebtedness, including lease purchase obligations secured by Net Revenues after provision has been made for all payments required to be made with respect to the Bonds which obligation or indebtedness may be authorized by an ordinance of Council which is not supplemental to the General Bond Ordinance.

“Maximum Debt Service” means, the highest aggregate principal and interest requirements (to the extent not capitalized) on the Bonds then Outstanding during any Fiscal Year. With respect to any Series of Variable Rate Indebtedness, for purposes of determining Maximum Debt Service the following methods will determine the interest rate to be used:

(a) in case of determining the Reserve Fund Requirement, the interest rate will be equal to the lesser of (i) the 25-Bond Revenue Index published by *The Bond Buyer* no more than two (2) weeks prior to, but in no event after, the sale of the series of Bonds to which the Reserve Fund Requirement in question applies, or (ii) the maximum interest rate allowable on such Variable Rate Indebtedness; and

(b) in the case of determining the Maximum Debt Service for purposes of the provisions of the Ordinance described in paragraph (C) under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein, the interest rate on Variable Rate Indebtedness will be equal to the interest rate as established or in effect with respect thereto on the date thereof;

provided, however, that if the 25-Bond Revenue Index referred to in (a) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in question may be selected by the City for use in its stead; provided, further, that in the case of Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City’s debt service payment obligation therefore (including but not limited to BABs issuable pursuant to the authority of the ARRA), the highest aggregate principal and interest requirements for such Bonds during any Fiscal Year will be reduced by the payment that the City has or will be entitled to receive therefor.

“Moody’s” means Moody’s Investors Service, Inc., and its successors.

“Net Revenues” means the Revenues of the System after deducting the Expenses of Operating and Maintaining the System.

“Ordinance” means the General Bond Ordinance and the Seventeenth Supplemental Ordinance.

“Outstanding,” when used with respect to any Bond, have the construction given to such word pursuant to the defeasance provisions of the General Bond Ordinance; i.e., a Bond is not Outstanding if such Bond is not, or would not be, at the time, deemed to be Outstanding by reason of the operation and effect of such provisions.

“Parity Bonds” means the 2009 Bonds, the 2016 Bonds, the 2018 Bonds, the 2019 Bonds, the 2021 Bonds and the 2022 Bonds.

“Participant” means any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” means for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the supplemental ordinance authorizing such Bonds. With respect to the 2023 Bonds, the initial Paying Agent is Regions Bank, which also serves as the custodian of the 2023 Debt Service Fund.

“Permitted Investments” means (a) any one or more of the investments now or hereafter permitted by Section 6-5-10, Code of Laws of South Carolina 1976, as amended and in effect from time to time, or any authorization relating to the investment of City funds; and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund.

“Principal Account” means the account by that name created within each respective Debt Service Fund.

“Project” means any and all replacements, enlargements, improvements, extensions, additions and betterments to the System, and all appurtenances, facilities, lands, rights in land, water rights, franchises and structures in connection therewith or incidental thereto, and any other project which may be financed through the issuance of bonds under the Act, including the acquisition of any system which is combined with or consolidated into the System pursuant to law.

“Record Date” means with respect to any Series of Bonds the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the calendar month immediately preceding an interest payment date or such other day as may be provided in the supplemental ordinance authorizing the issuance of such Series of Bonds.

“Registrar” means for any Series of Bonds, the respective bank, trust company, depository or transfer agent appointed as registrar pursuant to the supplemental ordinance authorizing such Series of Bonds. With respect to the 2023 Bonds, the initial Registrar is Regions Bank.

“Reserve Fund Requirement” means, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a supplemental ordinance authorizing the issuance of a Series of Bonds.

“Revenues” means all fees, tolls, rates, rentals and other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the City from the operation of the System or arising from the System excluding the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities.

“S&P” means S&P Global Ratings and its successors.

“Series” or “Series of Bonds” or “Bonds of Series” means all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu \

“Seventeenth Supplemental Ordinance” means the Seventeenth Supplemental Ordinance No. 2024-[ ] of the Council enacted on [ ], 2024.

“Special Facilities” means any Project, the revenues and expenses resulting from the operation of which can be segregated from the revenues and expenses of the System and which the City designates as such pursuant to ordinance of Council.

“State” means the State of South Carolina.

“System” means the existing Waterworks and Sewer System of the City, as the same is now constituted, all properties, real and personal, and matters and things used or useful in the maintenance, operation or functioning thereof, all apparatus and equipment used in connection therewith, and all replacements, enlargements, improvements, extensions, additions, and betterments thereto that may be made thereto at any time hereafter, including any Project, and any other public utility system with which the System may hereafter be combined pursuant to ordinance of Council.

“Underwriters” means \_\_\_\_\_ and \_\_\_\_\_, on behalf of themselves and as representatives of \_\_\_\_\_.

“Variable Rate Indebtedness” means indebtedness in the form of Bonds the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

## SUMMARY OF ORDINANCE

### Operation and Maintenance

The City has covenanted that adequate provision will be made for the Expenses of Operating and Maintaining the System, and that the Revenues derived from the System will be first used to make provision for the Expenses of Operating and Maintaining the System to keep the System in good repair and working order. The City has further covenanted and agreed it will at all times operate the System properly and in an efficient and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and will from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted.

### Security for and Payment of the Bonds

The Bonds, together with the interest thereon, are payable solely from and secured equally and ratably by a lien

upon the Net Revenues of the System. The Net Revenues are irrevocably pledged in the General Bond Ordinance to the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds will be on a parity with respect to the pledge and lien on the Net Revenues of the System inter sese, but not with respect to the particular Debt Service Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution; and in all such instances, the pledge of Net Revenues made under the General Bond Ordinance, and the covenants and remedies thereby granted will be applicable and available to the Holders of such Bonds.

The Bonds do not constitute an indebtedness of the City within any State Constitutional provision (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and will never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of and interest on the Bonds.

The covenants and agreements set forth in the General Bond Ordinance to be performed by the City are for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided in the General Bond Ordinance or in the Bonds, and, except as aforesaid, all Bonds will rank pari passu and will be secured equally and ratably thereunder without discrimination or preference whatsoever.

## **Creation and Flow of Funds**

### *Creation of Funds and Order of Payment*

The following are the funds and accounts created and established by the General Bond Ordinance:

- (i) Debt Service Fund to be held by the City, including an Interest Account and Principal Account.
- (ii) Debt Service Reserve Fund, if any, to be held by the City.
- (iii) Contingent Fund and Depreciation Fund, to be held by the City.
- (iv) Construction Fund, to be held by the City.

For the avoidance of doubt, (a) the designation of the Contingent Fund and the Depreciation Fund in and by the General Bond Ordinance will not be construed to require the establishment of any completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the System for certain purposes and to establish certain priorities for application of such Revenues and assets as provided in the General Bond Ordinance, and (b) the cash required to be accounted for in each of the foregoing funds established pursuant to the General Bond Ordinance may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided in the General Bond Ordinance.

One or more accounts may, by direction of the City or by the terms of a supplemental ordinance, be established within any of the above funds. It is intended by the General Bond Ordinance that the funds created thereby (other than the Construction Fund) will remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner prescribed by the General Bond Ordinance and in the order of priority therein set forth.

So long as any of the Bonds are Outstanding, the Revenues of the System will be applied at the times, in the amounts and for the purposes as provided or permitted by the General Bond Ordinance, and in the following order of priority:



First, provision will be made for the payment of Expenses of Operating and Maintaining the System;

Second, there will be transferred into the respective Debt Service Funds, the amounts required by the General Bond Ordinance or any supplemental ordinance thereto;

Third, there will be transferred into the respective Debt Service Reserve Funds, if any, the amounts required by the General Bond Ordinance or any supplemental ordinance thereto;

Fourth, provision will be made for the payment of any Junior Bonds or to meet any other obligations of the City which are charges, liens or encumbrances upon the Revenues of the System junior and subordinate to the lien on Net Revenues securing the Bonds and the payment of interest on amounts advanced by the provider of any surety bond, insurance policy or letter of credit), as described in the General Bond Ordinance;

Fifth, there will be transferred into the Contingent Fund and the Depreciation Fund the amounts required by the General Bond Ordinance; and

Sixth, the remaining Revenues will be disposed of as provided in the General Bond Ordinance.

The Debt Service Fund, the Debt Service Reserve Fund and the Construction Fund or any one or more of such funds, may at the option of the City be held by a bank, a trust company, a national banking association or a national association as Custodian under the General Bond Ordinance or a supplemental ordinance thereto.

#### **Funds Created Under General Bond Ordinance**

##### *Debt Service Fund*

The respective Debt Service Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such Funds will be made in the manner prescribed by the General Bond Ordinance and all moneys in the respective Debt Service Funds will be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose, and withdrawals therefrom will be made only to effect payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Debt Service Fund, including the accounts therein, will be added to and become a part of such respective Funds and the accounts therein.

There will be transferred from the Revenues of the System into the Debt Service Fund sufficient moneys so as to comply with the provisions described below for the payment of the Bonds then Outstanding.

(a) There will be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Debt Service Funds. Not later than the fifth day preceding an interest payment date (or if such fifth preceding day is not a business day, then on the next preceding business day), the City will transfer for deposit into the respective Debt Service Funds for credit to the Interest Account an amount which will, together with any other funds on deposit from whatever source in the Interest Account of the respective Debt Service Fund, on such date be equal to the installment of interest then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Interest Account described in this paragraph, consideration will be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits otherwise made to the Interest Account.

(b) There will be established and maintained, for the purpose of paying the principal of the Bonds as it becomes due, whether at maturity or by mandatory sinking fund redemption, a Principal Account in the respective Debt Service Funds. Not later than the fifth day preceding any principal payment date or mandatory sinking fund redemption date on any Bond (or if such fifth preceding day is not a business day, then on the next preceding business day), the City will transfer into the respective Debt Service Funds to the credit of the Principal Account an amount which will, together with any other funds on deposit from whatever source in the Principal Account of the Debt Service Fund, provide sufficient funds to pay the aggregate amount of the principal of Bonds coming due on such principal payment date or mandatory sinking fund redemption date. In making any of the deposits to the

Principal Account described in this paragraph, consideration will be given to and allowance made for any other credits otherwise made to the Principal Account.

(c) If, on the dates when the payments required by paragraphs (a) and (b) above are to be made, the payments required by said paragraphs (a) and (b) will be less than the sum required to be transferred to a Debt Service Fund to effect the payment of succeeding installment of principal or interest, or both, as the case may be, moneys in the applicable Debt Service Reserve Fund, if any, equal to such deficiency will be added to the payment to be made pursuant to said paragraphs (a) and (b).

Moneys in the respective Debt Service Funds will be used and applied solely to the payment of the interest on and the retirement of principal of and redemption premium, if any, on the respective Series of Bonds and will be used and applied in accordance with the provisions of the General Bond Ordinance. The moneys paid into the respective Debt Service Funds will be held by the City in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and withdrawals from such Funds will be made in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals will be made so that the necessary moneys will be available to the Paying Agent not later than one (1) business day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Moneys held for the credit of the respective Debt Service Funds will be invested, to the fullest extent practicable and reasonable, in Permitted Investments which will mature prior to the respective dates when the moneys held for the credit of such Fund will be required for the purpose intended.

#### *Debt Service Reserve Fund*

A supplemental ordinance to the General Bond Ordinance may, but is not required to, provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund will, subject to certain provisions of the General Bond Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a supplemental ordinance, and in the manner determined pursuant to such supplemental ordinance, so long as the applicable Series of Bonds is Outstanding. Each such Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds will be kept on deposit with the City, and withdrawals therefrom will be made for the purposes provided in the General Bond Ordinance. **No Debt Service Reserve Fund will be established for or funded with the proceeds of the 2023 Bonds.**

Moneys in each Debt Service Reserve Fund will be used for the following purposes, and for no other:

(a) to prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Debt Service Fund are insufficient for such purposes;

(b) to pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;

(c) to effect partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of the General Bond Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption will not be less than the Reserve Fund Requirement; and

(d) to effect the retirement of a Series of Bonds through purchase under the conditions prescribed in the General Bond Ordinance.

Whenever the market value (determined as of the evaluation date specified in the General Bond Ordinance) of the cash and securities in the applicable Debt Service Reserve Fund exceeds the applicable Reserve Fund Requirement, such excess may at the direction of the City (i) be used to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing, (ii) be considered Revenues or (iii) be transferred to the Construction Fund during the period of construction or acquisition of a Project.

Purchases of Bonds will be effected by the City through the Paying Agent, and whenever Bonds have been purchased pursuant to this authorization, it will be the duty of the Paying Agent to cancel and destroy such Bonds and to deliver certificates evidencing such act to the City.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund is less than the applicable Reserve Fund Requirement, there will be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months.

If the City obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable supplemental ordinance, excess moneys will be transferred to the applicable Construction Fund, or if one does not exist, be considered Revenues.

Moneys in the respective Debt Service Reserve Funds established by the General Bond Ordinance will be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as are required to provide moneys to make the payments required to be made from such funds.

#### *Contingent Fund and Depreciation Fund*

The General Bond Ordinance establishes a Contingent Fund and a Depreciation Fund.

The City will deposit from time to time (at least on a monthly basis) into the Contingent Fund and the Depreciation Fund the amounts determined in the Annual Budget prepared for the System. Moneys in the Contingent Fund will be used to build up a reasonable reserve for improvements, betterments, and extensions to the System, other than those necessary to maintain the System in good repair and working order, and moneys in the Depreciation Fund will be used to build up a reserve for the depreciation of the System and used for the purpose of restoring or replacing depreciated or obsolete items of the System.

Moneys in the Contingent Fund and the Depreciation Fund will be held by the City in accordance with the General Bond Ordinance, and may be invested in Permitted Investments. Withdrawals from the Contingent Fund and the Depreciation Fund may be made by an authorized representative of the City.

#### *Application of Remaining Revenues*

After making payment for the Expenses of Operating and Maintaining the System, and after making payments on the Bonds, the Revenues of the System will then be used first for the payment of Junior Bonds or to meet any other obligations of the City which are or which will become charges, liens or encumbrances upon the Revenues of the System; second to make such deposits to the Contingent Fund as required by the General Bond Ordinance to provide for adequate funds for improvements to the System and build up a proper reserve against contingencies and to the Depreciation Fund as required by the General Bond Ordinance to build up a proper reserve for depreciation of the System; and third as the Council will from time to time determines to be in the best interest of the City.

#### **Rates and Charges**

The City has covenanted and agreed in the General Bond Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates, and other charges, together with other Revenues and other available moneys, will at all times be at least sufficient after making due and reasonable allowances for contingencies and for a margin of error in estimates to provide an amount equal to (a) 100% of the amounts required to pay Expenses of Operating and Maintaining the System for the then current Fiscal Year; (b) 110% of the amounts required to be deposited into each Debt Service Fund for the then current Fiscal Year; (c) 100% of the amounts required to be deposited into each Debt Service Reserve Fund for the then current Fiscal Year; (d) 100% of the amounts required to provide for payment of any Junior Bonds for the then current Fiscal Year; and (e) the amounts necessary to comply in all respects with the terms of the General Bond Ordinance or any other contract or agreement with the Holder of a Bond; provided, further, that for purposes of determining the amounts required to be deposited into a Debt Service Fund pursuant to clause (b), to provide for payment of Junior Bonds pursuant to clause (d) or otherwise as provided in clause (e) described above, in the case of

Bonds or Junior Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City's debt service payment obligation therefor (including but not limited to BABs issuable pursuant to the authority of the ARRA), the debt service requirements for such Bonds or Junior Bonds will be reduced by the payment that the City has or will be entitled to receive therefor.

### **Additional Bonds**

#### *Parity Obligations*

Anytime and from time to time, one or more Series of Additional Bonds (exclusive of bonds issued to refund Bonds) may be issued by a supplemental ordinance for such purposes as may be permitted by the Act upon compliance with the provisions of the General Bond Ordinance in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects, upon compliance with the following conditions:

- A. There will be executed a certificate of the Finance Director, City Manager or chief administrative official of the City stating (i) either (a) that no default exists in the payment of the principal of, premium, if any, or interest on the Junior Bonds and no Default exists in the payment of the principal of, premium, if any or interest on the Bonds, and all mandatory sinking fund redemptions, if any, required to have been made have been made, or (b) that the application of the proceeds of sale of the Series of Additional Bonds to be issued as required by the supplemental ordinance authorizing their issuance will cure any such default or Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the City is not in Default in the performance of any other of its covenants and agreements contained in the General Bond Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.
- B. If a certificate executed pursuant to the provisions of the General Bond Ordinance described in part (A) above should disclose a default or Default, there will be filed with the City an opinion of Bond Counsel that, in the case of any default or Default disclosed in a certificate filed pursuant thereto, each such default or Default does not deprive the Bondholders of the security afforded by the General Bond Ordinance, as amended and supplemented, in any material aspect.
- C. For the issuance of Additional Bonds to finance the Cost of Acquisition and Construction, or a portion thereof, of any Project, there will be delivered a report, which report is not required to be based upon the latest audit of the City, from the City Manager or Finance Director of the City, an Accountant or a Consulting Engineer stating that the amount of Net Revenues of the System for any consecutive twelve (12) month period out of the last twenty-four (24) month period ("Test Period") is not less than one hundred thirty percent (130%) of the sum of the Maximum Debt Service on the Bonds to be Outstanding after the issuance of such Additional Bonds for any succeeding Fiscal Year, provided the amount of Net Revenues for any such twelve (12) month period may be adjusted by adding the following:
  - (1) in case the rates and charges for the services furnished by the System will have been revised and such revised rates and charges will have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer or an Accountant, and
  - (2) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues will be based upon the method of computing Net Revenues under the General Bond Ordinance and approved by a Consulting Engineer or

an Accountant).

- D. Such Additional Bonds will be issued to secure funds to defray the Cost of Acquisition and Construction of a Project; or to refund Junior Bonds, or any notes, bonds or other obligations issued to finance or to aid in financing the acquisition, construction, improvement, enlargement or repair of the System or another enterprise combined with the System.
- E. The supplemental ordinance to the General Bond Ordinance authorizing such Additional Bonds may provide for the funding of the Debt Service Reserve Fund with respect to such Series of Bonds in the amount of the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Without complying with the provisions of the General Bond Ordinance described in the first paragraph under this subheading “*Parity Obligations*” except as otherwise provided in the General Bond Ordinance, the City by means of a supplemental ordinance to the General Bond Ordinance enacted in compliance with the provisions of the Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue refunding Bonds under the provisions of the General Bond Ordinance as follows:

- A. Additional Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of Bonds subject to redemption from such sinking fund installments not in excess of the amount of Bonds required to be redeemed on such due date) for the payment of which sufficient Revenues are not available. Any Additional Bonds issued for such purpose will mature (or sinking fund installments therefor will commence) not earlier than the latest stated maturity of any Bond not then refunded to be Outstanding after such refunding.
- B. Additional Bonds may be issued at any time for the purpose of refunding (including by purchase) Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the Bonds and the Costs of Issuance; provided that (i) the Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds will not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded or (ii) the requirements of the provisions of the General Bond Ordinance described in parts (A), (B), (C) and (E) of the preceding paragraph are met with respect to the refunding Bonds.

#### *Junior Bonds*

The City may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from the Revenues, provided that such Junior Bonds are issued to secure funds to defray the cost of improving, extending, enlarging, or repairing the System, some part thereof, including the acquisition of any system which may be combined with or consolidated into the System pursuant to law, or to refund Bonds, Junior Bonds, or any notes, bonds or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System, and provided further that the pledge of Net Revenues securing Junior Bonds is at all times subordinate and inferior to the pledge securing the Bonds.

#### *Special Facilities Bonds*

The City also has the right to issue, from time to time, Special Facilities Bonds to defray the costs of acquiring or constructing Special Facilities subject to the following conditions:

- A. The City must determine that the receipts, income, revenues, fees and other charges to be levied and collected in connection with the Special Facilities are at least equal to: (1) the estimated costs of operating and maintaining such Special Facilities; (2) the principal and interest requirements of the Special Facilities Bonds; (3) the amounts to be deposited in any reserve funds with respect thereto; and (4) any other costs and expenses relating to such Special Facilities.
- B. The receipts, income, revenues, fees and other charges derived from the operation of the Special

Facilities will be segregated from the Revenues of the System.

- C. The debt service payments and other costs and expenses related to such Special Facilities will not be paid from Revenues of the System.

### **General Covenants**

The City has made several covenants in the General Bond Ordinance (which covenants are also made a part of the supplemental ordinances thereto) including, without limitation, the following:

- A. The City will keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries will be made of all transactions relating to the System. A complete financial statement of the System will be prepared within 180 days after the end of each Fiscal Year and will be prepared in accordance with generally accepted accounting principles and audited by an Accountant. The City will cause to be furnished to any Holder of any of the Bonds, who makes written request therefor, a copy of such statement. Such records will be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Board or its successor. The City will cause to be furnished to any Holder of any of the Bonds, who make written request therefor, copies of financial statements certified by an accountant.
- B. The City will not issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or obligations authorized or permitted by the General Bond Ordinance secured by a pledge of the Net Revenues, and it will not create or cause to be created any lien or charge on the Revenues other than the liens and charges created or permitted to be created pursuant to the General Bond Ordinance, and no part of the System will be sold, mortgaged, leased or otherwise disposed of or encumbered; provided, however, the City may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the System, but only if there is filed with the Clerk of the City prior to such abandonment, sale or lease a certificate, signed by the City Manager, stating:
  - (1) that the City is not then in Default in the performance of any of the covenants, conditions, agreements or provisions contained in the General Bond Ordinance, and
  - (2) that the Net Revenues for the preceding Fiscal Year, after giving effect to such abandonment, sale or lease and any replacement and after adjustment to reflect the moneys which would have been received if the rate schedule in effect on the date of such certificate had been in effect throughout such Fiscal Year, are not less than 100% of the Debt Service for any Fiscal Year thereafter. Amounts received from any such sale or disposition will be considered Revenues of the System.
- C. The City will make provision to maintain adequate insurance (including self-insurance) on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, of the kinds and in at least the amounts which are usually and customarily carried on similar plants, properties and systems which are owned and operated by a public or municipal corporation, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation, and also all additional insurance covering such risks as may be deemed necessary or desirable by the City or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations.
- D. The City will not furnish free service by the System to the City or to any agency, instrumentality or person. The reasonable costs and value of any services of the System rendered to the City through the operation of the System will be charged against the City and will be paid as the service accrues from the current funds and such funds, when so paid, will be accounted for in the same manner as other Revenues of the System.



- E. Prior to the beginning of each Fiscal Year, the City will prepare an annual budget for the ensuing Fiscal Year which will set forth in reasonable detail the estimated Revenues and operation and maintenance expenses. The City also may at any time adopt an amended annual budget for the remainder of the then current Fiscal Year.

The City has made several covenants in the Seventeenth Supplemental Ordinance including, without limitation, the following:

- A. The City will not take any action which will, or fail to take any action which failure will, cause interest on the 2023 Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the 2023 Bonds. No use of the proceeds of the 2023 Bonds will be made which, if such use had been reasonably expected on the date of issue of the 2023 Bonds would have caused the 2023 Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City will:
  - (1) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the 2023 Bonds are Outstanding;
  - (2) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
  - (3) make such reports of such information at the times and places required by the Code.
- B. The City will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached to this Official Statement as Appendix E (“Continuing Disclosure Agreement”) with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the General Bond Ordinance or the Seventeenth Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement will not be considered an Event of Default under the General Bond Ordinance or the Seventeenth Supplemental Ordinance.
- C. The City, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, will file with a central repository for availability in the secondary bond market when requested:
  - (1) an annual independent audit, within thirty (30) days of the City’s receipt of the audit; and
  - (2) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City’s tax base.
- D. The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants of the Seventeenth Supplemental Ordinance described in paragraph C above will be an action for specific performance of the covenant; and failure to comply will not constitute a default or an “Event of Default” under the General Bond Ordinance or the Seventeenth Supplemental Ordinance. The Registrar and the Paying Agent will have no responsibility to monitor the City’s compliance with the Continuing Disclosure Agreement or the covenants included in the provisions of the Seventeenth Supplemental Ordinance described in paragraph C above, and the City has specifically reserved the right to amend or delete its covenants in the Continuing Disclosure Agreement or in the provisions of the Seventeenth Supplemental Ordinance described in paragraph C above to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any 2023 Bond.

Pursuant to the Eleventh Supplemental Ordinance, the Council adopted the following procedures relating to continuing disclosure for all publicly-traded debt including but not limited to the 2023 Bonds:

- A. The Assistant City Manager for Finance and Economic Services or the equivalent thereto (“Disclosure Representative”) of the City will be responsible for compliance with these written procedures and for compliance with any continuing disclosure obligations undertaken by the City or imposed upon the City by state or federal law or regulations. The Disclosure Representative is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the Disclosure Representative.
- B. The Disclosure Representative will acquire a clear understanding regarding the City’s continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association or the South Carolina Financial Concepts and Strategies Institute, the Disclosure Representative will participate in continuing education programs regarding continuing disclosure.
- C. For each issuance of bonds that involves a continuing disclosure obligation, the Disclosure Representative will review such continuing disclosure undertaking and discuss with the City’s bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

#### **Amendments or Supplements to the Ordinance**

The City may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory or supplemental to the General Bond Ordinance (1) to provide for the issuance of Bonds, or (2) (a) to make any amendments or modifications thereto which may be required to permit the General Bond Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (b) to make any modification or amendment to the General Bond Ordinance not inconsistent therewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error therein contained; (c) to make any amendments or supplements thereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (d) to add to the security of the Holders of the Bonds.

From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the City, have the power to assent to and authorize any modification or amendment to the provisions of the General Bond Ordinance that may be proposed by the City or of the rights and obligations of the City and of the Holders of Bonds issued under the General Bond Ordinance; and any action authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding will be effective and binding upon all of the Holders of Bonds Outstanding and upon the City as fully as though such action were specifically and expressly authorized by the terms of the General Bond Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification will be made which will (1) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (2) give to any Bond or Bonds any preference over any other Bond or Bonds, or (3) authorize the creation of any pledge prior to or, except as provided in the General Bond Ordinance for the issuance of Series of Bonds, on a parity with the pledge afforded by the General Bond Ordinance, or (4) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to the General Bond Ordinance. For the purpose of computations described by this paragraph, Bonds directly or indirectly owned or controlled by the City will be disregarded.

Any modification or amendment or supplement to the provisions of the General Bond Ordinance or of any ordinance supplemental thereto will be set forth in an ordinance to be enacted by the City.

The City expressly authorizes the underwriter or purchaser of any Series of Bonds, or provider of bond insurance for any Series of Bonds, to assent to and consent to such amendments to the General Bond Ordinance as

contemplated by the provisions thereof described under this heading “Amendments or Supplements to the Ordinance” in the same manner as the Holders of the Bonds.

### **Events of Default and Remedies**

#### *Events of Default*

With respect to the Bonds, the following will constitute “Defaults” or “Events of Default:”

- A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, by declaration or otherwise, is not made by the City after the same has become due and payable; or
- B. If payment of any installment of interest on any Bond is not made by the City as the same becomes due and payable; or
- C. If the City fails or refuses to comply with the essential provisions of the Act, or fails in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in the General Bond Ordinance or in any supplemental ordinance thereto on the part of the City to be performed, and such failure continues for 30 days after written notice specifying such failure and requiring the same to be remedied has been given to the City by the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefore; or
- D. If any proceedings are instituted, with the consent or acquiescence of the City, for the purpose of effecting a composition between the City and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in the General Bond Ordinance or any supplemental ordinance thereto for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or State statute now or hereafter enacted; or
- E. If an order or decree is entered (1) with the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof, or (2) without the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or
- F. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the System or any of the facilities thereof, and such custody or control is not terminated within 90 days from the date of assumption of such custody or control; or
- G. If the City is for any reason rendered incapable of fulfilling its obligations under the General Bond Ordinance in any material respect.

Subject to the provisions, limitations and conditions of the General Bond Ordinance, insofar as the remedies provided in said provisions are concerned, nothing will prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the City, or any of the officers thereof, under any provisions of the General Bond Ordinance by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the City or any of the officers thereof to perform any such duty may not then constitute an “Event of Default” as defined in the General Bond Ordinance.

### *Declaration of Principal and Interest as Due*

Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Holders of not less than 25% in principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the Clerk of the City, declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same will become and be due and payable immediately, anything contained in the General Bond Ordinance or any supplemental ordinance thereto or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured in the General Bond Ordinance, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the City, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment will extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

### *Appointment of a Receiver*

Upon the occurrence of an Event of Default described in paragraphs A and B under the sub-caption "Events of Default" above, and at any time thereafter while such default continues, any court of competent jurisdiction may appoint a receiver; provided, however, if application is made by the Holders of not less than 25% in principal amount of the Bonds then Outstanding or any trustee therefore, such court will appoint a receiver. Any receiver so appointed will (a) enter into and upon and take possession of the System, to the exclusion of the City if such court so directs; (b) have, hold, use, operate, manage and control the System as such receiver may deem best; and (c) exercise all rights and powers of the City with respect to the System as the City itself may do. In addition, the receiver will (a) maintain, restore and insure the System and from time to time make all necessary and proper repairs to the System as such receiver may deem expedient; (b) establish, levy, maintain and collect such fees, rentals and other charges in connection with the System as such receiver may deem necessary or proper and reasonable; and (c) collect and receive all Revenues, deposit such Revenues in a separate account and apply such Revenues so collected and received in such manner as the court directs.

Notwithstanding anything contained in the General Bond Ordinance or the Act, such receiver has no power to sell, assign, mortgage or otherwise dispose of any assets of whatever kind or character of the City and useful to the System.

### *Suits at Law or in Equity and Mandamus*

In case any one or more of the Events of Default happens and is continuing, then and in every such case, but subject to the provisions, limitations and conditions of the General Bond Ordinance so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or trustee therefore, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Holder's right against the City and require and compel the City to perform and carry out its duties and obligations under the Act and the General Bond Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the City to account as if such City were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

*Remedies Not Exclusive; Effect of Waiver of Default, Effect of Abandonment of Proceedings or Adverse Determination*

The Holders from time to time of the Bonds are entitled to all the remedies and benefits of the General Bond Ordinance as are and as will be provided by law, and, subject to the provisions of the General Bond Ordinance, nothing therein will be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Act and the General Bond Ordinance upon any Holder of any Bond is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act and the General Bond Ordinance or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond will extend to or affect any subsequent default or breach of duty or contract, or will impair any rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy will be brought or taken and then discontinued or abandoned, or will be determined adversely to Holders of the Bonds then and in every such case, the City and such Holders will be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

*Restrictions on Bondholder's Action*

No Holder of any Bond will have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the General Bond Ordinance or the execution of any trust under the General Bond Ordinance or for any remedy under the General Bond Ordinance unless such Holder has previously given to the City written notice of the happening of an Event of Default and the Holders of at least 25% in principal amount of the Bonds then Outstanding has filed a written request with the City and has offered the City reasonable opportunity, either to exercise the powers granted in the General Bond Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders has offered to the City adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the City has refused to comply with such request for a period of 60 days after receipt by it of such notice, request an offer of indemnity, it being understood and intended that no one or more Holders of Bonds has any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by the General Bond Ordinance, or to enforce any right under the General Bond Ordinance, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the General Bond Ordinance will be instituted, had and maintained in the manner provided in the General Bond Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

Nothing in the General Bond Ordinance or in the Bonds contained will affect or impair the obligation of the City, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

*Application of Revenues and Other Moneys After Default*

During the continuance of an Event of Default, all moneys received by the City or any receiver pursuant to any right given or action taken under the provisions of the General Bond Ordinance described in this heading "Events of Default" will, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the City or any receiver with respect thereto, be deposited in the Debt Service Fund, and all amounts held by the City or any receiver will be applied as follows:

- (a) Unless the principal of all Outstanding Bonds has become or has been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available are not sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available are not sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

- (b) If the principal amounts of all Outstanding Bonds have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.
- (c) If the principal amounts of all Outstanding Bonds have been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of the General Bond Ordinance, then, subject to the provisions of the General Bond Ordinance described in paragraph (b) herein in the event that the principal amounts of all Outstanding Bonds later becomes due or is declared due and payable, the moneys will be applied in accordance with the provisions of the General Bond Ordinance described in paragraph (a) above.

Whenever moneys are to be applied by the City or any receiver pursuant to the provisions of the Ordinance described under this caption "Application of Revenues and Other Moneys After Default," such moneys will be applied by it at such times, and from time to time, as the City or any receiver determines, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the City or any receiver applies such moneys, it will fix the date (which will be a Bond payment date unless it deems another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates ceases to accrue. The City or any receiver will give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and will not be required to make payment to the Holder of any Bond until such Bond is presented to the City or any receiver for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of the General Bond Ordinance described under this caption "Application of Revenues and Other Moneys After Default" and all expenses and charges of any receiver have been paid, any balance remaining will be paid to the person entitled to receive the same; if no other person is entitled thereto, then the balance will be paid to the City or as a court of competent jurisdiction may direct.

### **Defeasance**

The obligations of the City under the General Bond Ordinance and the liens, pledges, charges, trusts and the covenants and agreements of the City therein made or provided for, will be fully discharged and satisfied as to any Bond; and, unless or except as otherwise provided in the supplemental ordinance to the General Bond Ordinance providing for the issuance of any Series of Bonds, such Bond or Series of Bonds will no longer be deemed to be Outstanding thereunder when:

- (a) such Bond or Series of Bonds has been purchased by the City and surrendered to the City for cancellation or otherwise surrendered to the City or the Registrar, and is canceled or subject to cancellation by the City or Registrar, or
- (b) payment of the principal of, redemption premium, if any, and interest on such Bond or Series of Bonds,



either (i) has been made or caused to be made in accordance with the terms thereof, or (ii) has been provided for by irrevocably depositing with the Paying Agent or such other depository as the City may designate in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Paying Agent and the Registrar. At such time as a Bond or Series of Bonds is no longer deemed to be Outstanding under the General Bond Ordinance, as aforesaid, such Bond or Series of Bonds will cease to draw interest from the redemption date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, will no longer be secured by or entitled to the benefits of the General Bond Ordinance.

**APPENDIX D**  
**FORMS OF OPINIONS OF CO-BOND COUNSEL**

**FORM OF OPINION OF CO-BOND COUNSEL**

[BURR & FORMAN LLP]

TO BE INSERTED

**FORM OF OPINION OF CO-BOND COUNSEL**

[JOHNSON, TOAL, & BATTISTE, P.A.]

TO BE INSERTED

**APPENDIX E**  
**FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT**

## FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated [ ], 2025, is executed and delivered by the City of Columbia, South Carolina (“Issuer” or “Obligated Person”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3 of this Disclosure Agreement.

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the annual financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.



“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$[PAR]\* Waterworks and Sewer System Revenue Bonds Series 2025, as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

## SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2024. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the

Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
  - 1. Principal and interest payment delinquencies;
  - 2. Non-Payment related defaults, if material;
  - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
  - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
  - 5. Substitution of credit or liquidity providers, or their failure to perform;
  - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;
  - 7. Modifications to rights of securities holders, if material;
  - 8. Bond calls, if material, and tender offers;
  - 9. Defeasances;
  - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
  - 11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
  13. Merger, consolidation, or acquisition of the Obligated Person, if material;
  14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
  15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
  16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.
- (v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. amendment to continuing disclosure undertaking;
  2. change in the Obligated Person;
  3. notice to investors pursuant to bond documents;
  4. certain communications from the Internal Revenue Service;
  5. secondary market purchases;
  6. bid for auction rate or other securities;
  7. capital or other financing plan;
  8. litigation/enforcement action;
  9. change of tender agent, remarketing agent, or other on-going party;
  10. derivative or other similar transaction; and
  11. other event-based disclosures;
- (vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
1. quarterly/monthly financial information;
  2. change in fiscal year/timing of annual disclosure;
  3. change in accounting standard;
  4. interim/additional financial information/operating data;
  5. budget;
  6. investment/debt/financial policy;

- 7. information provided to rating agency, credit/liquidity provider or other third party;
  - 8. consultant reports; and
  - 9. other financial/operating data;
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

### SECTION 3. Content of Annual Reports.

Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer, as of and for the fiscal year then completed, as provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the Issuer, the Issuer shall be excused from compliance for failure to timely provide such information in the event such information is not available to the Issuer:

- (a) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the GASB (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (b) The financial and operating data contained in the following tables in the Official Statement:
  - (1) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and
  - (2) Under the caption, "THE CITY AND THE SYSTEM": (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number of Billed Customers on Sanitary Sewer System, (iv) Water Rates (if modified during such fiscal year), (v) Sewer Rates (if modified during such fiscal year), (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

### SECTION 4. Reporting of Notice Events.

- (a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:
  - 1. Principal and interest payment delinquencies;
  - 2. Non-payment related defaults, if material;
  - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving the Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material; and
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten (10) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or

(b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or



include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,  
as Disclosure Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**NAME AND CUSIP NUMBERS OF BONDS**

|                             |                                                                    |
|-----------------------------|--------------------------------------------------------------------|
| Name of Issuer              | City of Columbia, South Carolina                                   |
| Obligated Person(s)         | City of Columbia, South Carolina                                   |
| Name of Bond Issues:        | \$(PAR)* Waterworks and Sewer System Revenue Bonds,<br>Series 2025 |
| Date of Issuance:           | [ ], 2025                                                          |
| Date of Official Statement: | [ ], 2025                                                          |
| CUSIP Numbers:              |                                                                    |

**EXHIBIT B**  
**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer                      City of Columbia, South Carolina  
Obligated Person(s)              City of Columbia, South Carolina  
Name of Bond Issues:            \$[PAR]\* Waterworks and Sewer System Revenue Bonds,  
Series 2025

Date of Issuance:                [ ], 2025  
Date of Official Statement:      [ ], 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Dissemination Agent Agreement, dated as of [ ], 2025, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by: \_\_\_\_\_

Dated: \_\_\_\_\_

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,  
as Disclosure Dissemination Agent,  
on behalf of the Issuer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

cc:        Issuer  
            Obligated Person

**EXHIBIT C-1  
EVENT NOTICE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates: \_\_\_\_\_

Number of pages of attached material event notice: \_\_\_\_\_

\_\_\_\_ Description of Notice Events (Check One):

1. \_\_\_\_ Principal and interest payment delinquencies;
2. \_\_\_\_ Non-Payment related defaults, if material;
3. \_\_\_\_ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. \_\_\_\_ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. \_\_\_\_ Substitution of credit or liquidity providers, or their failure to perform;
6. \_\_\_\_ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. \_\_\_\_ Modifications to rights of securities holders, if material;
8. \_\_\_\_ Bond calls, if material;
9. \_\_\_\_ Tender offers
10. \_\_\_\_ Defeasances;
11. \_\_\_\_ Release, substitution, or sale of property securing repayment of the securities, if material;
12. \_\_\_\_ Rating changes;
13. \_\_\_\_ Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
14. \_\_\_\_ Merger, consolidation, or acquisition of the Obligated Person, if material;
15. \_\_\_\_ Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
16. \_\_\_\_ Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
17. \_\_\_\_ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: Digital Assurance Certification, L.L.C.  
315 E. Robinson Street, Suite 300  
Orlando, Florida 32801  
407-515-1100

Date: \_\_\_\_\_

**EXHIBIT C-2**  
**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: \_\_\_\_\_

Number of pages of attached notice: \_\_\_\_\_

\_\_\_\_ Description of Voluntary Event Disclosure (Check One):

1. \_\_\_\_ amendment to continuing disclosure undertaking;
2. \_\_\_\_ change in Obligated Person;
3. \_\_\_\_ notice to investors pursuant to bond documents;
4. \_\_\_\_ certain communications from the Internal Revenue Service;
5. \_\_\_\_ secondary market purchases;
6. \_\_\_\_ bid for auction rate or other securities;
7. \_\_\_\_ capital or other financing plan;
8. \_\_\_\_ litigation/enforcement action;
9. \_\_\_\_ change of tender agent, remarketing agent, or other on-going party; and
10. \_\_\_\_ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: Digital Assurance Certification, L.L.C.  
 315 E. Robinson Street, Suite 300  
 Orlando, Florida 32801  
 407-515-1100

Date: \_\_\_\_\_



**EXHIBIT C-3**  
**VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: \_\_\_\_\_

Number of pages of attached notice: \_\_\_\_\_

\_\_\_\_ Description of Voluntary Financial Disclosure (Check One):

1. ☐ quarterly/monthly financial information;
2. ☐ change in fiscal year/timing of annual disclosure;
3. ☐ change in accounting standard;
4. ☐ interim/additional financial information/operating data;
5. ☐ budget;
6. ☐ investment/debt/financial policy;
7. ☐ information provided to rating agency, credit/liquidity provider or other third party;
8. ☐ consultant reports; and
9. ☐ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: Digital Assurance Certification, L.L.C.  
 315 E. Robinson Street, Suite 300  
 Orlando, Florida 32801  
 407-515-1100

Date: \_\_\_\_\_

## APPENDIX F

### BOOK-ENTRY SYSTEM

#### Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2025 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED HEREIN) OR BENEFICIAL OWNERS (AS DEFINED HEREIN) OF THE SERIES 2025 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE Series 2025 Bonds IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATION CONCERNING THESE MATTERS.

Beneficial ownership interests in the Series 2025 Bonds will be available only in book-entry form. Each beneficial owner of the Series 2025 Bonds (“Beneficial Owner”) will not receive a physical bond certificate representing its interests in the Series 2025 Bonds purchased. So long as Cede & Co., as nominee for DTC, or its nominee is the registered owner of the Series 2025 Bonds, references in this Official Statement to the Bondholders or registered owners of the Series 2025 Bonds, as applicable (other than under the caption “TAX EXEMPTION AND OTHER TAX MATTERS” herein), shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry system has been discontinued, the Series 2025 Bonds will be available only in book-entry form in denominations of \$5,000 or any whole multiple thereof.

DTC will initially act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond will be issued for each series and maturity of the Series 2025 Bonds, as set forth on the front cover page hereof, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of the Series 2025 Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC rules applicable to its Participants are on file with the U.S. Securities and Exchange Commission (“SEC”). More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of the Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC’s records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, the Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar/Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of a series of the Series 2025 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Registrar/Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Registrar/Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Registrar/Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the City or Registrar/Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2025 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2025 Bond certificates will be printed and delivered to DTC.

**THE INFORMATION HEREIN CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT NEITHER THE CITY NOR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF. THE BENEFICIAL OWNERS SHOULD CONFIRM THE FOREGOING INFORMATION WITH DTC OR THE DIRECT OR INDIRECT PARTICIPANTS.**

Each person for whom a Participant acquires an interest in the Series 2025 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such persons, to be forwarded in writing by such Participant and to have notification made of all interest payments.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the Registrar/Paying Agent to DTC only.

For every transfer and exchange of Series 2025 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

NONE OF THE CITY, THE UNDERWRITERS OR THE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE SERIES 2025 BONDS UNDER THE ORDINANCE; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2025 BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE SERIES 2025 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE SERIES 2025 BONDS; OR (VI) ANY OTHER MATTER.

The Supplemental Ordinance provides that if (a) DTC determines not to continue to act as securities depository for the Series 2025 Bonds and gives reasonable notice to the Registrar/Paying Agent or the City or (b) the City has advised DTC of the City's determination that DTC is incapable of discharging its duties, then the City will attempt to retain another qualified securities depository to replace DTC. On receipt by the City or the Registrar/Paying Agent of the Series 2025 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the Series 2025 Bonds of the same principal amount, interest rate, and maturity. If the City is unable to retain a qualified successor to DTC, or the City has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the Beneficial Owners of the Series 2025 Bonds might be adversely affected if the book-entry system of transfer is continued (the City has undertaken no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Series 2025 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the Series 2025 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the Series 2025 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry system of registration and transfer or the replacement of DTC or any successor depository is subject to the applicable rules of DTC or such successor depository on file or otherwise approved by the SEC.

Because DTC is treated as the Owner of the Series 2025 Bonds for substantially all purposes, Beneficial Owners may have a restricted ability to influence in a timely fashion remedial action or the giving or withholding of requested consents or other directions. In addition, because the identity of the Beneficial Owners is unknown to the City, to DTC or to the Registrar/Paying Agent, it may be difficult to transmit information of potential interest to Beneficial Owners in an effective and timely manner. Beneficial Owners should make appropriate arrangements with their broker or dealer regarding distribution of information regarding the Series 2025 Bonds that may be transmitted by or through DTC.

### **Registration, Transfers and Exchanges**

#### *Series 2025 Bonds Held in Book-Entry Form*

So long as the Series 2025 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, the Series 2025 Bonds may be registered, transferred and exchanged as set forth under "Book-Entry System" herein.

#### *Series 2025 Bonds Not Held in Book-Entry Form*

Each Series 2025 Bond not held in book-entry form shall be transferable only on the Books of Registry of the City, which shall be kept for such purpose at the corporate trust office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney on surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. On the transfer of any such Series 2025 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully registered Series 2025 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered Series 2025 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge

required to be paid with respect thereto. Any Series 2025 Bond surrendered in exchange for a new registered Series 2025 Bond, respectively, shall be cancelled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem and treat the person in whose name any Series 2025 Bond not held in book-entry form shall be registered as the absolute owner of such Series 2025 Bond for all purposes including the payment of or on account of the principal, premium, if any, or interest thereon and any such payment made to a registered owner shall be effectual to satisfy and discharge the liability on such Series 2025 Bond with respect thereto.

In the event any Series 2025 Bond not held in book-entry form becomes mutilated in whole or in part, or is lost, stolen or destroyed, or becomes so defaced as to impair the value thereof to the holder thereof, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver a new Series 2025 Bond, respectively, of the same interest rate and denomination and like tenor and effect in exchange or in substitution for such mutilated, lost, stolen or destroyed Series 2025 Bond; provided that, in the case of any mutilated Series 2025 Bond, such Series 2025 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed Series 2025 Bond there shall be furnished to the City and the Registrar/Paying Agent evidence of such loss, theft or destruction satisfactory to the City and the Registrar/Paying Agent together with such indemnity as they shall require. In the event any such mutilated, lost, stolen or destroyed Series 2025 Bond shall have matured, instead of issuing a duplicate Series 2025 Bond, the City may pay the same. The City and the Registrar/Paying Agent may charge the holder or owner of such mutilated, lost, stolen or destroyed Series 2025 Bond with their reasonable fees and expenses in connection therewith.

**EXHIBIT D**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**



## DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated [Closing Date], 2025, is executed and delivered by the City of Columbia, South Carolina (“Issuer” or “Obligated Person”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3 of this Disclosure Agreement.

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the annual financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$[ ]\* Waterworks and Sewer System Revenue Bonds, Series 2025, as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

## SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2024. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the

Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
  - 1. Principal and interest payment delinquencies;
  - 2. Non-Payment related defaults, if material;
  - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
  - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
  - 5. Substitution of credit or liquidity providers, or their failure to perform;
  - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;
  - 7. Modifications to rights of securities holders, if material;
  - 8. Bond calls, if material, and tender offers;
  - 9. Defeasances;
  - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
  - 11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
  13. Merger, consolidation, or acquisition of the Obligated Person, if material;
  14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
  15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
  16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.
- (v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. amendment to continuing disclosure undertaking;
  2. change in the Obligated Person;
  3. notice to investors pursuant to bond documents;
  4. certain communications from the Internal Revenue Service;
  5. secondary market purchases;
  6. bid for auction rate or other securities;
  7. capital or other financing plan;
  8. litigation/enforcement action;
  9. change of tender agent, remarketing agent, or other on-going party;
  10. derivative or other similar transaction; and
  11. other event-based disclosures;
- (vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
1. quarterly/monthly financial information;
  2. change in fiscal year/timing of annual disclosure;
  3. change in accounting standard;
  4. interim/additional financial information/operating data;
  5. budget;
  6. investment/debt/financial policy;

- 7. information provided to rating agency, credit/liquidity provider or other third party;
  - 8. consultant reports; and
  - 9. other financial/operating data;
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

### SECTION 3. Content of Annual Reports.

Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer, as of and for the fiscal year then completed, as provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the Issuer, the Issuer shall be excused from compliance for failure to timely provide such information in the event such information is not available to the Issuer:

- (a) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the GASB (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (b) The financial and operating data contained in the following tables in the Official Statement:
  - (1) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and
  - (2) Under the caption, "THE CITY AND THE SYSTEM": (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number of Billed Customers on Sanitary Sewer System, (iv) Water Rates (if modified during such fiscal year), (v) Sewer Rates (if modified during such fiscal year), (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

### SECTION 4. Reporting of Notice Events.

- (a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:
  - 1. Principal and interest payment delinquencies;
  - 2. Non-payment related defaults, if material;
  - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving the Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material; and
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten (10) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or

(b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or



include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,  
as Disclosure Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**NAME AND CUSIP NUMBERS OF BONDS**

|                             |                                                                            |
|-----------------------------|----------------------------------------------------------------------------|
| Name of Issuer              | City of Columbia, South Carolina                                           |
| Obligated Person(s)         | City of Columbia, South Carolina                                           |
| Name of Bond Issues:        | \$[ ]* Waterworks and Sewer System Revenue Bonds,<br>[Taxable] Series 2025 |
| Date of Issuance:           | [Closing Date], 2025                                                       |
| Date of Official Statement: | [Sale Date], 2025                                                          |
| CUSIP Numbers:              |                                                                            |

**EXHIBIT B**  
**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

|                      |                                                                            |
|----------------------|----------------------------------------------------------------------------|
| Name of Issuer       | City of Columbia, South Carolina                                           |
| Obligated Person(s)  | City of Columbia, South Carolina                                           |
| Name of Bond Issues: | \$[ ]* Waterworks and Sewer System Revenue Bonds,<br>[Taxable] Series 2025 |

Date of Issuance: [Closing Date], 2025  
Date of Official Statement: [Sale Date], 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of [Closing Date], 2025, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:\_\_\_\_\_.

Dated: \_\_\_\_\_

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,  
as Disclosure Dissemination Agent,  
on behalf of the Issuer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

cc: Issuer  
Obligated Person

**EXHIBIT C-1**  
**EVENT NOTICE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates: \_\_\_\_\_

Number of pages of attached material event notice: \_\_\_\_\_

\_\_\_\_ Description of Notice Events (Check One):

1. \_\_\_\_ Principal and interest payment delinquencies;
2. \_\_\_\_ Non-Payment related defaults, if material;
3. \_\_\_\_ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. \_\_\_\_ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. \_\_\_\_ Substitution of credit or liquidity providers, or their failure to perform;
6. \_\_\_\_ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. \_\_\_\_ Modifications to rights of securities holders, if material;
8. \_\_\_\_ Bond calls, if material;
9. \_\_\_\_ Tender offers
10. \_\_\_\_ Defeasances;
11. \_\_\_\_ Release, substitution, or sale of property securing repayment of the securities, if material;
12. \_\_\_\_ Rating changes;
13. \_\_\_\_ Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
14. \_\_\_\_ Merger, consolidation, or acquisition of the Obligated Person, if material;
15. \_\_\_\_ Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
16. \_\_\_\_ Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
17. \_\_\_\_ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: Digital Assurance Certification, L.L.C.  
 315 E. Robinson Street, Suite 300  
 Orlando, FL 32801  
 407-515-1100

Date: \_\_\_\_\_

**EXHIBIT C-2**  
**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: \_\_\_\_\_

Number of pages of attached notice: \_\_\_\_\_

\_\_\_\_ Description of Voluntary Event Disclosure (Check One):

1. \_\_\_\_ amendment to continuing disclosure undertaking;
2. \_\_\_\_ change in Obligated Person;
3. \_\_\_\_ notice to investors pursuant to bond documents;
4. \_\_\_\_ certain communications from the Internal Revenue Service;
5. \_\_\_\_ secondary market purchases;
6. \_\_\_\_ bid for auction rate or other securities;
7. \_\_\_\_ capital or other financing plan;
8. \_\_\_\_ litigation/enforcement action;
9. \_\_\_\_ change of tender agent, remarketing agent, or other on-going party; and
10. \_\_\_\_ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: Digital Assurance Certification, L.L.C.  
 315 E. Robinson Street, Suite 300  
 Orlando, FL 32801  
 407-515-1100

Date: \_\_\_\_\_

**EXHIBIT C-3**  
**VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: \_\_\_\_\_

Number of pages of attached notice: \_\_\_\_\_

\_\_\_\_ Description of Voluntary Financial Disclosure (Check One):

1. ☐ quarterly/monthly financial information;
2. ☐ change in fiscal year/timing of annual disclosure;
3. ☐ change in accounting standard;
4. ☐ interim/additional financial information/operating data;
5. ☐ budget;
6. ☐ investment/debt/financial policy;
7. ☐ information provided to rating agency, credit/liquidity provider or other third party;
8. ☐ consultant reports; and
9. ☐ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: Digital Assurance Certification, L.L.C.  
 315 E. Robinson Street, Suite 300  
 Orlando, FL 32801  
 407-515-1100

Date: \_\_\_\_\_





**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a new Contribution in Aid to Construction Agreement for Project WM437601; Columbia Canal Breach Repairs, as requested by Columbia Water on October 8, 2024. Award to Dominion Energy South Carolina, Inc., in an amount not to exceed \$7,599,563.37. The current term of the contract will end sixty (60) calendar days following completion and payment of all work under the contract. This firm is located in Cayce, SC.

**REQUISITION NO.:** R231397

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: FEMA Grants Control – Columbia Canal Embankment Repair - Capital Project Costs (2539999-WM437601-658650). The current budget amount is \$7,599,563.37.

**ATTACHMENTS:**

- **#a:** Canal Recovery CIAC with Dominion Energy SC Memo (PDF)
- **#b:** Contractor Signed DESC - Columbia Hydro CIAC Agreement Amendment (10-15-24) - LX Executed (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water  
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer  
ACM for the Department of Procurement and Contracts

DATE: November 19, 2024

SUBJECT: Recommendation for Approval  
Contribution in Aid of Construction Agreement – Dominion Energy SC, Inc.  
Columbia Canal Embankment Repair Services DR4241

The Department of Procurement and Contracts, in coordination with Columbia Water, respectfully request your review and approval of the Contribution in Aid of Construction Agreement (CIAC) with Dominion Energy SC, Inc. This agreement includes the following scopes of work associated with power transmission relocation for the Canal Embankment Repair project.

- A. Engagement of transmission engineering design consultant;
- B. Engagement of an environmental engineering consultant;
- C. Engagement of the State Historic Preservation Office consultant;
- D. Obtaining geotechnical reports;
- E. Creating revised transmission line and distribution line models in consultation with City and its contractor, Michael Baker International;
- F. Procuring transmission, distribution and substation materials;
- G. Continued collaboration with City in permitting process;
- H. Installation of an access road across the Columbia Canal berm breach for access to facilities;
- I. Demolition of existing transmission and distribution structures, substation transformer and other Dominion Energy owner substation equipment;
- J. Relocating the transmission and distribution facilities to mutually agreed upon pole locations;
- K. Constructing new substation in a mutually agreed upon location to include all Dominion owned equipment;
- L. Constructing new 23 kV interconnection facilities from the Generating Facility substation to the Williams St. Substation; and
- M. Modifying the existing Williams St. Substation for reverse power flow.

FEMA has reviewed and approved the associated scope of work and these costs are reimbursable (by FEMA). If you have questions or concerns, please do not hesitate to contact our office.

## AMENDED AND RESTATED CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

This AMENDED AND RESTATED CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into between Dominion Energy South Carolina, Inc. (“DESC”) and the City of Columbia, South Carolina (“City”). DESC and City may be referred to individually herein as a “Party” and collectively as the “Parties.”

WHEREAS, City is the owner, licensee and operator of the 10.6 megawatt (“MW”) Columbia Canal Hydroelectric Project, a hydroelectric power plant including seven hydroelectric generating units, located on the Broad and Congaree Rivers in the City of Columbia and Richland County, South Carolina (“Columbia Hydro”), which is operated under a license issued by the Federal Energy Regulatory Commission (“FERC”) in Docket No. P-1895;

WHEREAS, DESC is a regulated public utility engaged in the generation, transmission, distribution and sale of electricity, and in that capacity, owns and operates its Transmission System;

WHEREAS, City and DESC are parties to a Conveyance Agreement dated February 20, 2002, as amended by the Agreement dated July 19, 2002, whereby DESC, the previous owner and licensee of Columbia Hydro, among other things, conveyed Columbia Hydro to City;

WHEREAS, the Parties entered into an Operation and Maintenance Agreement dated October 15, 2002, whereby DESC operated and maintained Columbia Hydro for the benefit of City until that agreement terminated as of July 31, 2011;

WHEREAS, the Parties entered into an interconnection agreement under DESC’s open-access transmission tariff (“OATT”) to govern the interconnection of Columbia Hydro to DESC’s Transmission System with an effective date of August 1, 2011, which FERC accepted through delegated letter order on October 14, 2011 in Docket No. ER11-4421-000 (“Interconnection Agreement”);

WHEREAS, Columbia Hydro had been interconnected with DESC’s Transmission System since approximately 1927 but was damaged by a flooding event causing Columbia Hydro to cease operations and significantly altering the land associated with Columbia Hydro and its related facilities;

WHEREAS, City desires to return Columbia Hydro to service;

WHEREAS, the Parties entered into a Contribution in Aid of Construction Agreement, executed on October 7, 2021, which FERC accepted through delegated letter order on December 16, 2021, in Docket No. ER22-140-000 to begin detailed engineering and design work required to return Columbia Hydro to service; and

WHEREAS, prior to entering into new interconnection arrangements to govern the interconnection of Columbia Hydro to DESC’s Transmission System, City and DESC desire to

continue detailed engineering and design work and begin critical path construction activity necessary to return Columbia Hydro to service and allow for reconstruction of the Columbia Canal berm, and have thus amended and restated this Agreement accordingly to reflect the additional work contemplated.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. Capitalized Terms. All capitalized terms used in this Agreement, but not otherwise defined in this Agreement, will have the meanings ascribed to such terms in the Interconnection Agreement.

2. The Work. The work DESC will perform under this Agreement (the “Work”) includes transmission line engineering design and environmental permitting necessary to provide interconnection service to Columbia Hydro. The Work constitutes, but is not limited to, the following activities:

- (a) continuing engagement of a transmission engineering design consultant;
- (b) continuing engagement of an environmental engineering consultant;
- (c) continuing engagement of the State Historic Preservation Office consultant;
- (d) obtaining geotechnical reports;
- (e) creating revised transmission line and distribution line models in consultation with City and its contractor, Michael Baker International;
- (f) procuring transmission, distribution, and substation materials;
- (g) continued collaboration with City in the permitting process;
- (h) installation of an access road across the Columbia Canal berm breach for access to facilities;
- (i) demolition of existing transmission and distribution structures, substation transformer, and other Dominion Energy owned substation equipment;
- (j) relocating the transmission and distribution facilities to mutually agreed upon pole locations;
- (k) constructing a new substation in a mutually agreed upon location to include all Dominion owned equipment;
- (l) constructing new 23 kV interconnection facilities from the Generating Facility substation to the Williams St Substation; and
- (m) modifying the existing Williams St Substation for reverse power flow.

3. Performance of the Work. DESC shall plan, schedule, and perform the Work in accordance with Good Utility Practice. DESC shall determine in its sole discretion the manner and method of performing the Work. DESC shall use commercially reasonable efforts to promptly and diligently pursue completion of the Work but shall not be liable for any damages for delay. DESC may subcontract all or any part of the Work.

4. Estimated Cost of the Work. DESC estimates the cost of the Work to be seven million, five hundred ninety-nine thousand, five hundred sixty-four dollars (\$7,599,564).

5. Payment for the Work. DESC shall invoice City quarterly for costs incurred and City shall pay DESC the invoiced amount within thirty (30) calendar days of receipt of each invoice. Invoices will reflect actual costs incurred in connection with performing the Work and not estimated costs.

6. Tax Gross-Up. City's payment for the Work will be classified by DESC as a contribution in aid of construction payment intended to cover the full cost of the Work. Such payment shall be considered a taxable contribution to capital. The Cost Estimate is intended to cover the entire cost of the Work including the tax obligation, but to the extent the Internal Revenue Service or any other taxing authority with jurisdiction assesses any additional taxes, City agrees to reimburse DESC for such taxes, including any penalties and interest, within ninety (90) calendar days after DESC provides City written notice of the same.

7. Cancellation or Postponement by City. If City cancels or postpones indefinitely the Work, City shall provide DESC prompt written notice and shall reimburse DESC for all costs DESC has incurred or becomes obligated to pay in connection with performing the Work (the "Incurred Cost").

8. Regulatory Approval. DESC will not commence the Work until FERC accepts this Agreement for filing. Upon receipt of an order from FERC accepting this Agreement for filing, DESC will perform the Work as agreed herein, but if any necessary permit or other regulatory approval cannot be obtained through reasonable efforts, DESC may cancel the Work and return the balance of the payments City has made after all allowable deductions.

9. Term. This Agreement will become effective as of the effective date specified by FERC in its order accepting this Agreement for filing. Unless terminated earlier by mutual agreement of the Parties, the Agreement will terminate sixty (60) calendar days following completion of all Work as provided for hereunder and the satisfaction of all payment obligations of the Parties with respect to the Work ("Termination Date"). Within thirty (30) calendar days of the Termination Date, DESC shall make a filing at FERC to terminate this Agreement and request that the Termination Date be the date that the termination becomes effective.

10. Waiver of Damages Between the Parties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES.

11. Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 3 ABOVE, DESC DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE WORK, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, DESIGN, OR NON-INFRINGEMENT.

12. Notice. Any notice or request made by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

DESC

Jay Cole  
Manager, Electric Transmission Support  
Dominion Energy South Carolina, Inc.  
220 Operations Way, MC J36  
Cayce, SC 29033  
803-217-1998  
jay.cole@dominionenergy.com

City

William F. Eskridge  
Director of Utilities  
City of Columbia  
P.O. Box 147  
Columbia, SC 29201  
803-476-0958  
william.eskridge@columbiasc.gov

13. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.

14. Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be express, in writing, and signed by the Party providing the waiver. Any purported written waiver shall be narrowly and strictly construed against the Party claiming a waiver.

15. Amendment. The Parties may amend this Agreement only through a written amendment duly executed by the Parties. Any amendment to this Agreement must be filed at FERC.

16. Severability. If any provision in this Agreement is finally determined to be invalid, void, or unenforceable by any court or other governmental authority having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

17. Binding Effect. This Agreement and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

18. No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

19. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to

act as or be an agent or representative of, or to otherwise bind, the other Party.

20. Complete Agreement. This Agreement supersedes all previous representations, negotiations, understandings, or agreements, either written or oral, between the Parties or their representatives and constitutes the entire agreement of the Parties as to the subject matter hereof.

21. Authority. Each Party represents that it is authorized to enter into this Agreement, and each signatory hereto represents that he or she is an authorized representative of his or her respective Party and duly authorized to execute this Agreement.

22. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**[Signatures on following page.]**



IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

DOMINION ENERGY SOUTH CAROLINA, INC.

By: P. Xanthakos

Name: Pandelis Xanthakos

Title: Director – Electric Transmission

Date: October 23, 2024

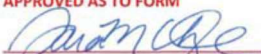
CITY OF COLUMBIA, SOUTH CAROLINA

By: \_\_\_\_\_

Name: Teresa Wilson

Title: City Manager – City of Columbia

Date: \_\_\_\_\_

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC  
10/16/2024



Date: 1/31/2024

## CIAC Net Present Value Gross-Up Calculation

|                               |                  |
|-------------------------------|------------------|
| Project Name                  | City of Columbia |
| Project Cost                  | \$6,688,510.10   |
| Present Value Gross Up Amount | \$911,053.27     |
| Total CIAC Amount due         | \$7,599,563.37   |

**Contribution in Aid to Construction (CIAC)** is a special charge collected by the utility from customers or developers to defray the costs of extraordinary utility facilities constructed by the utility for the benefit of such customers or developers. The CIAC lowers the amount of funds that the utility has to invest to provide the service and reduces the utility's rate base for ratemaking purposes.

Explanation: This spreadsheet considers the marginal federal and state income tax rates, DESC cost of capital, and IRS MACRS depreciation rate schedule, to determine the difference in Net Present Value between taxes paid and depreciation tax benefit. This calculation is in accordance with Public Service Commission of South Carolina Order 88-238. By collecting this difference in tax consequence, DESC eliminates this additional cost being passed on to the other ratepayers. This order offered the Net Present Value Method as an acceptable method of calculating "the difference between the income tax cost of the CIAC and the future tax benefits through depreciation of the CIAC asset is collected from the contributor."

**Background:** Section 824(a) of Public Law 99-514 passed by Congress October 22, 1986 repealed Section 118(b)(2) of the Internal Revenue Code. Section 1:18(b)(2) of the Code allowed corporate regulated Public utilities that provide electric energy, gas, water, or sewage disposal services to treat contributions received in aid of construction as contribution to capital. Consequently, property received or purchased with the proceeds of contribution to capital was not included in the utility's depreciable basis for the purpose of calculating a depreciation deduction on its federal tax return. The contribution was not recognized on the utility's tax return. With the repeal of this section of the code, contributions in aid of construction must be reported by the utility as taxable income in the year received. This increases a utility's tax payments each year by the income taxes attributable to that year's CIAC. The Act also allows the utility to include the value of the contribution in the tax basis of its property. This allows the utility to depreciate the value of the contribution of the tax deduction over the tax life of the property.

DESC's Standard/Non-Standard Service Facilities OPN 310 requires that CIAC's in excess of \$1 million will be fully grossed up for taxes as provided in SCPSC Order # 88-237 dated March 18, 1988.

Revision 4/8/2020

DESC Estimate 1/31/2024

|                   | Distribution        | Transmission Line   | Substation<br>(Hydro Sub) | Substation<br>(Williams St Mods) |
|-------------------|---------------------|---------------------|---------------------------|----------------------------------|
| Material          | 304,668.85          | 980,000.00          | 970,000.00                | 139,000.00                       |
| Labor             | 406,795.95          | 185,000.00          | 255,000.00                | 76,000.00                        |
| Outside Services  | 0.00                | 2,050,000.00        | 200,000.00                | 80,000.00                        |
| OHs               | 390,045.30          | 410,000.00          | 196,000.00                | 46,000.00                        |
| <b>SUB TOTALS</b> | <b>1,101,510.10</b> | <b>3,625,000.00</b> | <b>1,621,000.00</b>       | <b>341,000.00</b>                |

**TOTAL =** 6,688,510.10

**TOTAL w/ CIAC Gross Up =** 7,599,563.37





**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a new Contract for Project WM4733-02; North Trenholm Road 16" Water Main Upgrade - North Phase, as requested by Columbia Water on September 30, 2024. Award to Williams Infrastructure, LLC in an amount not to exceed \$9,393,584.10, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five hundred seventy days (570) from commencement. This contractor is located in Columbia, SC.

**REQUISITION NO.:** R230471

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Water and Sewer Capital Projects - North Trenholm Road Water Main Upgrade-North - Capital Project Costs (5529999-WM473302-658650). The original budget amount is \$9,393,584.10.

**BUSINESS PROGRAM:** Mentor Protege Program

**CLEAN WATER 2020?:** No

**PURPOSE:**  
This is a Mentor Protégé Program project. Williams Infrastructure, LLC is the mentor and will be performing project execution, scheduling, project management, and pipe installation services at 54.93% (\$4,486,027.20) of the total contract amount.

JA Mabus Construction, located in Leesville, SC, is the protégé and will be performing water line installation services at 20.00% (\$1,633,666.80) of the total contract amount.

The following subcontractors will provide additional services:

**Ferguson Waterworks, located in Elgin SC, will be performing water line material services at 16.34% (\$1,334,640.00) of the total contract amount.**

**Vulcan Materials Company, located in Columbia, SC, will be providing stone bedding materials at .61% (\$50,000.00) of the total contract amount.**

**N W White and Company, located in Columbia, SC, will be performing hauling and fill services at .51% (\$42,000.00) of the total contract amount.**

**Sloan Construction Co., located in Columbia, SC will be performing asphalt services at 1.16% (\$95,000.00) of the total contract amount.**

**Simply Traffic, LLC, located in Chapin, SC will be performing traffic control services at .98% (\$80,000.00) of the total contract amount.**

**Core Concrete, located in Conway, SC, will be performing flowable fill services at 3.06% (\$250,000.00) of the total contract amount.**

**Knight's Redi-Mix, located in Summerville, SC, will be performing flowable fill services at 2.14% (\$175,000.00) of the total contract amount.**

**LA Barrier, a Minority Business Enterprise, located in Lexington, SC, will be performing hauling services at .27% (\$22,000.00) of the total contract amount.**

There were seven (7) responses to RFQu009-23-24-KDD Waterline Construction Projects.

|             |                |
|-------------|----------------|
| Base Amount | \$8,168,334.00 |
| Contingency | \$1,225,250.10 |
| Total       | \$9,393,584.10 |

**ATTACHMENTS:**

- **#a:** WM473302-N Trenholm Rd Water Main Upgrade (North) Memo to Council (PDF)
- **#b:** WM473302-N. Trenholm Rd Water Main Upgrade Tear Sheet (North) (PDF)
- **#c:** Final.Contract.WilliamsInfrastructure.WM473302NTrenholmRdNorth (PDF)



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

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

**DATE:** November 19, 2024

**SUBJECT:** Recommendation for Approval  
N. Trenholm Rd 16" Water Main Upgrade- North Phase (from Decker Blvd to Rockbridge Rd)- Construction Contract

---

Columbia Water respectfully requests your review and approval of the contract for N. Trenholm Rd 16" Water Main Upgrade- North Phase to provide funding for construction. The project is being expedited to finalize construction prior to SCDOT resurfacing. The contract will be awarded to Williams Infrastructure in an amount not to exceed \$9,393,584.10, which includes contingency. The company is located in Columbia, SC.

The project will include constructing a total of approximately 8,500 LF of water main, renewing services, installing a fire hydrant, and abandoning portions of the existing system to address water quality and low pressure issues within the Trenholm Rd, Forest Acres and the surrounding area. Construction is expected to be complete by fall 2025.

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





# WM473303-N. Trenholm Rd 16" Water Main Upgrade (North)

## WM473302 – N. Trenholm Rd 16" Water Main Upgrade from Decker Blvd to Rockbridge Rd

**Project Description:** Construction of approximately 8,485 linear feet of 16-inch ductile-iron pipe (DIP) along N. Trenholm Road from Decker Blvd to Rockbridge Rd. The project is being expedited to finalize construction prior to SCDOT resurfacing.

**Objectives:** This project aims to improve the quality and functionality of the Columbia water system in the Forest Acres area with increased water pressure. The current infrastructure is inadequate due to increased demand.

Williams Infrastructure will be the main contractor for the project.

**Project Type:** Water Quality

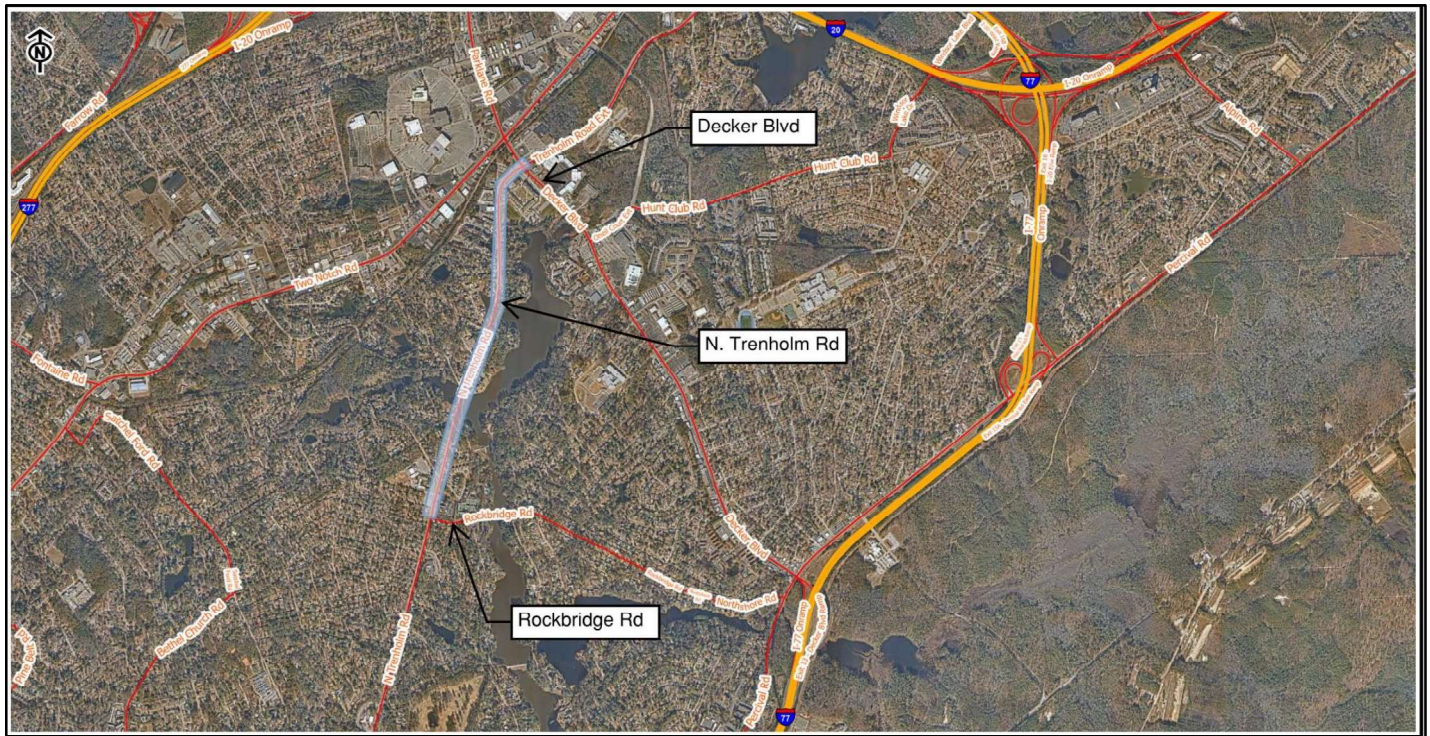
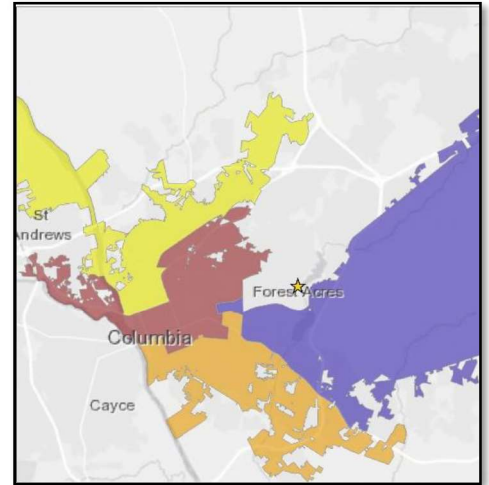
**Council District:** Outside of the City

**Project Funding:** This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$9,393,584.10.

**Current Project Status:** Construction is expected to begin in October 2024 and to continue to the end of August 2025.

**Project Contact:** Aaron Marshall, City of Columbia  
Civil Engineer – Design  
803.545.3265 | [aaron.marshall@columbiasc.gov](mailto:aaron.marshall@columbiasc.gov)

Joey Williams, Williams Infrastructure Inc.  
Contractor  
803.814.3753 | [joey@williamsinfra.com](mailto:joey@williamsinfra.com)



## CONTRACT

City of Columbia, South Carolina

**CIP #: WM473302**

**Name of Project: N. Trenholm Road 16" Water Main Upgrade – North**

**Bid #: RFQu009-23-24-KDD**

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Williams Infrastructure, LLC** with legal address and principal place of business at **7401 Richard Street, Columbia, SC 29209**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. WORK.

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

### ARTICLE 2. ENGINEER.

2.1 The Project has been designed by: HDR Engineering, Inc. of the Carolinas.

### ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be Two Hundred Seventy (270) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional Three Hundred (300) consecutive calendar days to final completion for a total construction time of Five Hundred Seventy (570) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

### ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Eight Million, One Hundred Sixty-Eight Thousand, Three Hundred Thirty-Four Dollars and Zero Cents (\$8,168,334.00)**. This Contract also provides for an additional contingency in the amount of **One Million, Two Hundred Twenty-Five Thousand, Two Hundred Fifty Dollars and Ten Cents (\$1,225,250.10)** to be administered, if necessary, at

the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

#### ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

#### ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

#### ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for substantial completion and **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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

7.3 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

#### ARTICLE 8. ASSURANCE.

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that



were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 RFQu009-23-24-KDD

9.2.2. Invitation For Bid

9.2.3 Bidder's Response including Bid Form

9.2.4 This Contract

9.2.5 Performance and Payment Bond

9.2.6 Part 15 General Specifications

9.2.7 Construction Documents Project Manual

9.2.7 Special Provisions

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

9.2.9 Drawings, numbered 00G-100 through 01C-718, inclusive and dated 7/12/2024

9.2.10 Addenda numbers 1 to 1, inclusive.

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

#### ARTICLE 10. TERMINATION.

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

#### ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Contractor

\_\_\_\_\_

BY

\_\_\_\_\_

(CORPORATE SEAL)

Attest

\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

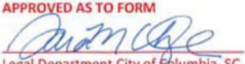
Owner

City of Columbia, SC

BY

\_\_\_\_\_

Teresa Wilson, City Manager

APPROVED AS TO FORM  
  
 Legal Department City of Columbia, SC

10/15/2024

Attest

\_\_\_\_\_

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: \_\_\_\_\_

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

## EXHIBIT - BUSINESS INFORMATION RECORD FOR SUBCONTRACTORS/SUBCONSULTANTS

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

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

| Business Name<br>(as shown on W9 or SAM.gov) /<br>Unique Entity ID (UEID) | City of Columbia<br>Vendor Number<br>(REQUIRED) | Services and/or<br>Materials<br>Provided | Cost of Services<br>and/or<br>Material<br>(\$ Value) | Percentage<br>of<br>Total<br>Contract | MBE, WBE, SBE,<br>DBE, LBE, CDBE<br><br>(indicate all<br>that apply) | Minority<br>Association<br>Code<br>(If applicable -<br>Use 2 letter Code<br>See Key Below) |
|---------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------|------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Ferguson Waterworks                                                       | V001085                                         | Water Line<br>Material                   | \$1,334,640.00                                       | 16.34 %                               |                                                                      | N/A                                                                                        |
| Vulcan                                                                    | V018042                                         |                                          | \$50,000.00                                          | 0.61 %                                |                                                                      | N/A                                                                                        |
| NW White                                                                  | V012395                                         | Hauling/Fill<br>Material                 | \$42,000.00                                          | 0.51 %                                |                                                                      |                                                                                            |
| Sloan                                                                     | V003282                                         | Asphalt                                  | \$95,000.00                                          | %                                     |                                                                      | N/A                                                                                        |
|                                                                           | V018105                                         | Traffic Control                          |                                                      | 0.98 %                                |                                                                      | N/A                                                                                        |
| Core Concrete                                                             | V018121                                         | Flowable Fill                            | \$250,000.00                                         | 3.06 %                                |                                                                      | N/A                                                                                        |

**Key: Minority/Women Owned Business Enterprise Association Code**

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

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

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

**COMBINED TOTAL SUB AMOUNT:**     \$ 1,851,640.00

**TOTAL CONTRACT AMOUNT:**         \$ 8,168,334.00

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

Business Name: Williams Infrastructure, LLC

Representative Name/Title: Joseph E. Williams/Pres

Date: 09/25/24



### **Business Information Record for Subconsultants/Subcontractors**

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

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

| Business Name<br>(as shown on W9 or SAM.gov) /<br>Unique Entity ID (UEID) | City of Columbia<br>Vendor Number<br><b>(REQUIRED)</b> | Services and/or<br>Materials<br>Provided | Cost of Services<br>and/or<br>Material<br>(\$ Value) | Percentage<br>of<br>Total<br>Contract | MBE, WBE, SBE,<br>DBE, LBE, CDBE<br><br>(indicate all<br>that apply) | Minority<br>Association<br>Code<br>(If applicable -<br>Use 2 letter Code<br>See Key Below) |
|---------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------|------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Knights' Redimix                                                          | V015163                                                |                                          | \$175,000.00                                         | 2.14 %                                |                                                                      | N/A                                                                                        |
| LA Barrier                                                                | V018042                                                | Hauling                                  | \$22,000.00                                          | 0.27 %                                | WBE, DBE                                                             | FB                                                                                         |
|                                                                           | V014318                                                | Water Line<br>Installation               | \$1,633,666.80                                       | 20.00 %                               |                                                                      |                                                                                            |
|                                                                           |                                                        |                                          |                                                      | %                                     |                                                                      |                                                                                            |
|                                                                           |                                                        |                                          |                                                      | %                                     |                                                                      |                                                                                            |
|                                                                           |                                                        |                                          |                                                      | %                                     |                                                                      |                                                                                            |

**Key: Minority/Women Owned Business Enterprise Association Code**

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

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

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

**COMBINED TOTAL SUB AMOUNT:**     \$ 1,830,666.80

**TOTAL CONTRACT AMOUNT:**         \$ 8,168,334.00

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

Business Name: Williams Infrastructure, LLC

Representative Name/Title: Joseph E. Williams/Pres

Date: 09/25/24

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

Ferguson Waterworks  
 \_\_\_\_\_  
 Company Name

166 Pontiac Center Drive  
 \_\_\_\_\_  
 Physical Address

\_\_\_\_\_  
 Mailing Address

Elgin, SC 29045  
 \_\_\_\_\_  
 City/State Zip Code

(803 ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 Phone number Fax number

David Dinkins \_\_\_\_\_  
 Primary Contact Name Secondary Contact Name

david.dinkins@ferguson.com \_\_\_\_\_  
 Primary Contact Email Address Secondary Contact Email Address

\_\_\_\_\_  
 Sam.gov UEID # V001805 Vendor #

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

Vulcan  
 \_\_\_\_\_  
 Company Name

545 Georgia Street  
 \_\_\_\_\_  
 Physical Address

\_\_\_\_\_  
 Mailing Address

Columbia, SC  
 \_\_\_\_\_  
 City/State Zip Code

(803 ) 258-8258 \_\_\_\_\_ ( ) \_\_\_\_\_  
 Phone number Fax number

David Waite \_\_\_\_\_  
 Primary Contact Name Secondary Contact Name

\_\_\_\_\_  
 Primary Contact Email Address Secondary Contact Email Address

\_\_\_\_\_  
 Sam.gov UEID # V018042 Vendor #

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

NW White  
Company Name

Physical Address

PO Box 7786  
Mailing Address

Columbia, SC 29202  
City/State Zip Code

( 803 ) 309-4750 ( )  
Phone number Fax number

Steve Styron  
Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Sam.gov UEID # V012395  
Vendor #

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

Sloan  
Company Name

645 Rosewood Drive  
Physical Address

Mailing Address

Columbia, SC 29201  
City/State Zip Code

( 803 ) ( )  
Phone number Fax number

Wendy Thompson  
Primary Contact Name Secondary Contact Name

thompsonw@sloancc.net  
Primary Contact Email Address Secondary Contact Email Address

Sam.gov UEID # V003282  
Vendor #

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

Simply Traffic

Company Name

Physical Address

PO Box 655

Mailing Address

Chapin, SC 29036

City/State Zip Code

( 803 )

Phone number

( )

Fax number

Jeff Pauline

Primary Contact Name

Secondary Contact Name

jeff.pauline@simplytrafficllc.com

Primary Contact Email Address

Secondary Contact Email Address

V018105

Sam.gov UEID #

Vendor #

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

Core Concrete

Company Name

Physical Address

PO Box 346

Mailing Address

City/State Zip Code

( 803 ) 543-1632

Phone number

( )

Fax number

Tim Brown

Primary Contact Name

Secondary Contact Name

tbrown@coreconcrete.com

Primary Contact Email Address

Secondary Contact Email Address

V018121

Sam.gov UEID #

Vendor #

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

Knight's Redi-Mix  
Company Name

\_\_\_\_\_  
Physical Address

PO Box 3408  
Mailing Address

\_\_\_\_\_  
City/State Zip Code

(803) 201-9212 (\_\_\_\_) \_\_\_\_\_  
Phone number Fax number

Greg Broom \_\_\_\_\_  
Primary Contact Name Secondary Contact Name

gbroom@knightscompanies.com \_\_\_\_\_  
Primary Contact Email Address Secondary Contact Email Address

\_\_\_\_\_  
Sam.gov UEID # V015163  
Vendor #

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

LA Barrier  
Company Name

115 Barrier Lane  
Physical Address

\_\_\_\_\_  
Mailing Address

Lexington, SC 29073  
City/State Zip Code

(803) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Phone number Fax number

Nick Hentz \_\_\_\_\_  
Primary Contact Name Secondary Contact Name

nickhentz@labarrier.com \_\_\_\_\_  
Primary Contact Email Address Secondary Contact Email Address

\_\_\_\_\_  
Sam.gov UEID # V018042  
Vendor #

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

JA Mabus  
Company Name

377 McNeary Ferry Road  
Physical Address

Mailing Address

Leesville, SC 29070  
City/State Zip Code

( 803 ) 604-6331 ( )  
Phone number Fax number

Ashley Mabus  
Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Sam.gov UEID # V014318  
Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code

( ) ( )  
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Sam.gov UEID # Vendor #



# CITY OF COLUMBIA

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

## MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 09/16/2024 Mentor Amount: \$6,534,667.20  
Project Name: N Trenholm Road Waterline Mentor % of Total Contract: 80%  
Project #: WM473302 Protégé Amount: \$1,633,666.80  
Mentor: Williams Infrastructure, LLC Protégé % of Total Contract: 20%  
Protégé: JA Mabus Duration of the Project: 300 days  
Total Project Contract Amount: \$8,168,334.00

**Statement of Commitment:** Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

### 1. How do the Mentor and Protégé intend to work together on the designated project?

*Address contractual relationship, general roles and informal teaming arrangements.*

We will create a schedule, define scopes of work for each, review material procurement and schedule project execution.

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

This will be the largest project for our team to date which will allow to us to strengthen our MPP relationship. We will implement our weekly schedule and execution meetings and our goal is to be on schedule and within budget.





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**3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement?** *Identify milestones, thresholds, or other indicators in which the team's success is being achieved.*

Since this will be our largest project as a team, it will help enhance the protege's skills and management with larger projects. The protege will be given the opportunity to learn more on the City's processes, performing this type of work, and working in these types of conditions.

**4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project.** *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor:

One crew and associated equipment, project management team, material procurement and P&P bonds.

Protégé:

One crew and associated equipment.

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

| List Subcontractors Names below:<br>(Do not include Protégé) | Who will the subcontractor report to? | Who is responsible for payment of the subcontractor? |
|--------------------------------------------------------------|---------------------------------------|------------------------------------------------------|
| Hammerhead Utilities                                         | Williams Infrastructure, LLC          | Williams Infrastructure, LLC                         |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |

Special Arrangements:



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

**a. Description of Mentor's responsibilities on project:**

Mentor will perform and assist with project execution, scheduling, project management, and perform pipe installation for a portion of the project.

**b. Description of Protégé responsibilities on project:**

Protege will install portions of the pipe.

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

The team will coordinate traffic control, cutting and capping, and asphalt and concrete replacement as a team.

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

The whole project is scheduled for approximately 300 days.

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

Mentor and protege will meet on-site at least weekly if not more often as issues may arise.

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

Mentor will pay Protege based on monthly pay applications. Payments will be made within 15 days of pay app request.



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## MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Williams Infrastructure, LLC (Mentor Firm) this 16<sup>th</sup> day of September 2024.  
Corporate SEAL

By: [Signature]  
Title: Pres / CEO  
Firm Name: Williams Infrastructure, LLC

ATTEST: Kathleen Alderman  
By: Kathy Alderman  
Title: Accounting Spec

EXECUTED by JA Mabus (Protégé Firm) this 16<sup>th</sup> day of September 2024.  
Corporate SEAL

By: [Signature]  
Title: Pres  
Firm Name: JA Mabus

ATTEST: Kathleen Alderman  
By: Kathy Alderman  
Title: Accounting Spec

### RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 30<sup>th</sup> day of September 2024.

By: Cassandra Fletcher

Title: Program Compliance Administrator



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a new Contract for Project WM4733-03; North Trenholm Road 16" Water Main Upgrade - South Phase, as requested by Columbia Water on September 24, 2024. Award to Lake Murray Utility Company, Inc. in an amount not to exceed \$10,109,908.75, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five hundred seventy days (570) from commencement. This contractor is located in Prosperity, SC.

**REQUISITION NO.:** R230483

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Water and Sewer Capital Projects - North Trenholm Road Water Main Upgrade - South - Capital Project Costs (5529999-WM473303-658650). The total budget amount is \$10,109,908.75.

**BUSINESS PROGRAM:** Mentor Protege Program

**CLEAN WATER 2020?:** No

**PURPOSE:**  
This is a Mentor Protégé Program project. Lake Murray Utility Company, Inc. is the mentor and will provide insurance, billing, project management, clean-up, and traffic control services at 53.27% (\$4,682,980.00) of the total contract amount.

J.W. Brown Construction, LLC, located in Lexington, SC, is the protégé and will provide traffic control and waterline installation services at 20.00% (\$1,758,245.00) of the total contract amount.

The following subcontractors will provide additional services:

**Staline Waterworks, located in Columbia, SC, will provide pipe and materials at 14.79% (\$1,300,000.00) of the total contract amount.**

**Reeves Construction Company, located in Columbia, SC, will provide asphalt materials at 3.98% (\$350,000.00) of the total contract amount.**

**Knight's Redi-Mix, located in Summerville, SC, will provide flow fill/concrete materials at 7.96% (\$700,000.00) of the total contract amount.**

There were seven (7) responses to RFQu009-23-24-KDD Waterline Construction Projects.

|             |                 |
|-------------|-----------------|
| Base Bid    | \$8,791,225.00  |
| Contingency | \$1,318,683.75  |
| Total       | \$10,109,908.75 |

**ATTACHMENTS:**

- **#a:** WM473302-N Trenholm Rd Water Main Upgrade (South) Memo to Council (PDF)
- **#b:** WM473303-N. Trenholm Rd Water Main Upgrade Tear Sheet (South) (PDF)
- **#c:** Final.Contract.LakeMurrayUtilityCo.WM473303NTrenholmRdSouth (PDF)



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

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

**DATE:** November 19, 2024

**Subject:** Recommendation for Approval  
N. Trenholm Rd 16" Water Main Upgrade- South Phase (from Forest Dr. to Rockbridge Rd)- Construction Contract

---

Columbia Water respectfully requests your review and approval of the contract for N. Trenholm Rd 16" Water Main Upgrade- South Phase to provide funding for construction. The project is being expedited to finalize construction prior to SCDOT resurfacing. The contract will be awarded to Lake Murray Utility Company in an amount not to exceed \$10,109,908.75, which includes contingency. The company is located in Little Mountain, SC.

The project will include constructing a total of approximately 8,300 LF of water main, renewing services, installing a fire hydrant, and abandoning portions of the existing system to address water quality and low pressure issues within the Trenholm Rd, Forest Acres and the surrounding area. Construction is expected to be complete by fall 2025.

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





# WM473303-N. Trenholm Rd 16" Water Main Upgrade (South)

## WM473303 – N. Trenholm Rd 16" Water Main Upgrade from Forest Dr to Rockbridge Rd

**Project Description:** Construction of approximately 8,220 linear feet of 16-inch ductile-iron pipe (DIP) along N. Trenholm Road from Forest Dr to Rockbridge Rd. The project is being expedited to finalize construction prior to SCDOT resurfacing.

**Objectives:** This project aims to improve the quality and functionality of the Columbia water system in the Forest Acres area with increased water pressure. The current infrastructure is inadequate due to increased demand.

Lake Murray Utilities will be the main contractor for the project.

**Project Type:** Water Quality

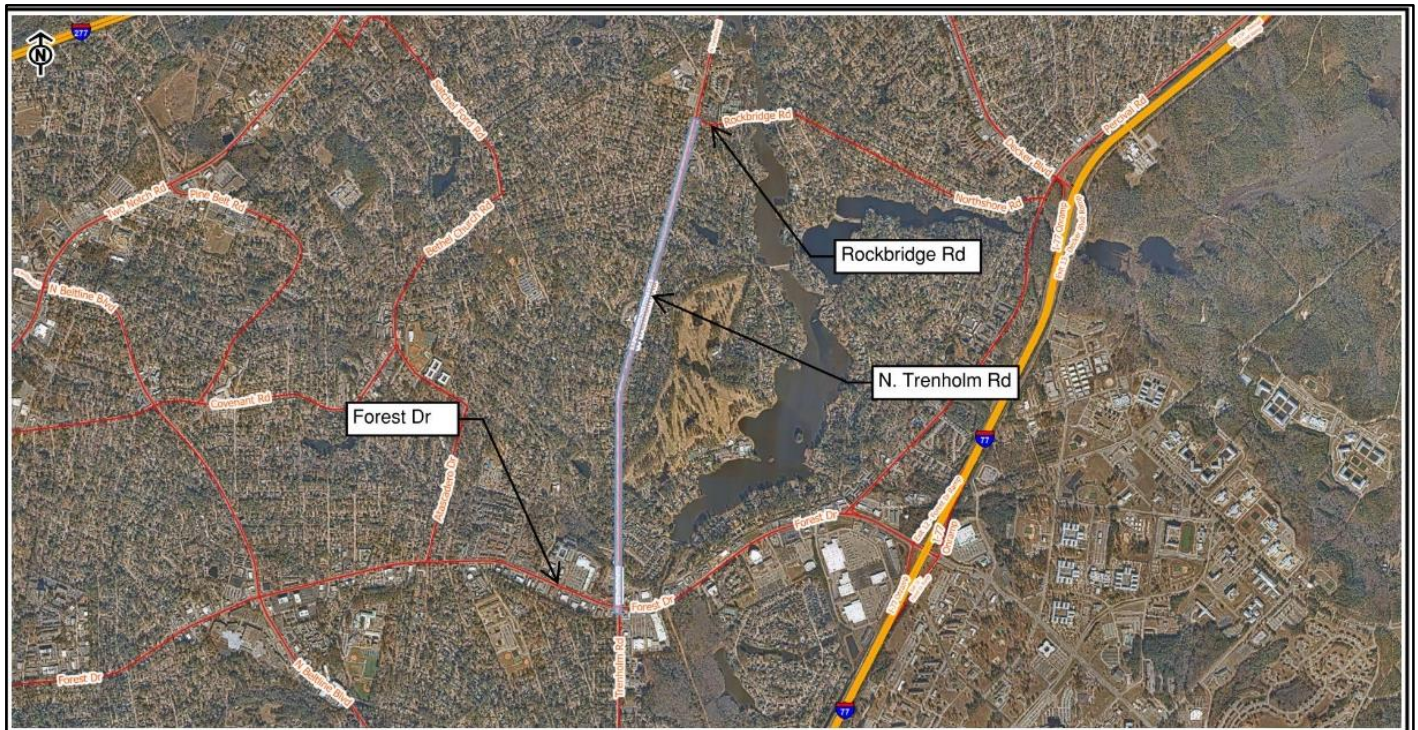
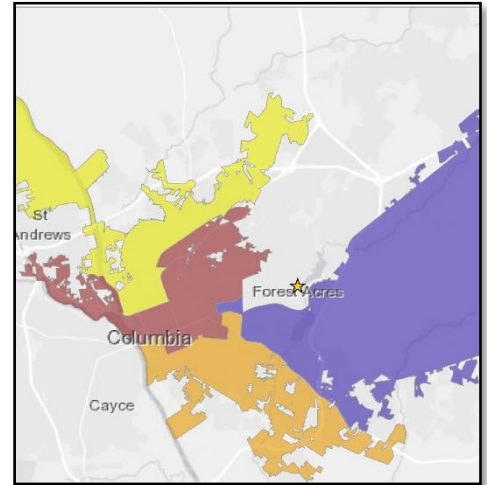
**Council District:** Outside of the City

**Project Funding:** This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$10,109,908.75.

**Current Project Status:** Construction is expected to begin in October 2024 and to continue to the end of October 2025.

**Project Contact:** Aaron Marshall, City of Columbia  
Civil Engineer – Design  
803.545.3265 [aaron.marshall@columbiasc.gov](mailto:aaron.marshall@columbiasc.gov)

Cheryl Gootee, Lake Murray Utility Company, Inc.  
Contractor  
803.732.7849 [cherylgootee@yahoo.com](mailto:cherylgootee@yahoo.com)





## CONTRACT

City of Columbia, South Carolina

**CIP #: WM473303**

**Name of Project: N. Trenholm Road 16" Water Main Upgrade – South**

**Bid #: RFQu009-23-24-KDD**

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Lake Murray Utility Company, Inc.** with legal address and principal place of business at **1139 Candy Kitchen Road, Prosperity, SC 29124**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. WORK.

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

### ARTICLE 2. ENGINEER.

2.1 The Project has been designed by [HDR Engineering, Inc. of the Carolinas].

### ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be Two Hundred Seventy (270) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional Three Hundred (300) consecutive calendar days to final completion for a total construction time of Five Hundred Seventy (570) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

### ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Eight Million, Seven Hundred Ninety-One Thousand, Two Hundred Twenty-Five Dollars and Zero Cents (\$8,791,225.00)**. This Contract also provides for an additional contingency in the amount of **One Million, Three Hundred Eighteen Thousand, Six Hundred Eighty-Three Dollars and Seventy-Five Cents (\$1,318,683.75)** to be administered,

if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

#### ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

#### ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

#### ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for substantial completion and **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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

7.3 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

#### ARTICLE 8. ASSURANCE.

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that

were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 RFQu009-23-24-KDD

9.2.2. Invitation For Bid

9.2.3 Bidder's Response including Bid Form

9.2.4 This Contract and Exhibits

9.2.5 Performance and Payment Bond

9.2.6 Part 15 General Specifications

9.2.7 Construction Documents Project Manual

9.2.8 Special Provisions

### 9.2.9 Specifications

9.2.10 Drawings, numbered 00G-100 through 01C-718, inclusive and dated 7/12/2024

9.2.11 Addenda numbers 1 to 1, inclusive

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

## ARTICLE 10. TERMINATION.

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

## ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Contractor

\_\_\_\_\_

BY

\_\_\_\_\_

(CORPORATE SEAL)

Attest

\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Owner

City of Columbia, SC

BY

\_\_\_\_\_

Teresa Wilson, City Manager

APPROVED AS TO FORM

  
Legal Department City of Columbia, SC

10/15/2024

Attest

\_\_\_\_\_

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: \_\_\_\_\_

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

**APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS**

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

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

| Business Name<br>(as shown on W9 or SAM.gov) /<br>SAM.gov Unique Entity ID &<br>CAGE #<br>(REQUIRED) | City of<br>Columbia<br>Vendor number<br>(REQUIRED) | Services<br>and/or<br>Materials<br>Provided | Cost of Services<br>and/or<br>Material<br>(\$ Value) | Percentage<br>of<br>Total<br>Contract | MBE, WBE,<br>SBE, DBE, LBE,<br>CDBE<br>(indicate all that<br>apply) | Minority<br>Association<br>Code<br>(If applicable -<br>Use 2 letter Code<br>- See Key<br>Below) |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------|------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| STAlone<br>PO BOX 242016<br>Charlotte, NC 28224                                                      | V017998                                            | Pipe / Materials                            | \$1,300,000.00                                       | 14.79                                 |                                                                     |                                                                                                 |
| Reeves Construction                                                                                  | V017916                                            | Asphalt                                     | \$350,000.00                                         | 3.98                                  |                                                                     |                                                                                                 |
| Knight's Redi-Mix<br>Summerville, SC                                                                 | V015163                                            | Flow Fill / Concrete                        | \$700,000.00                                         | 7.96                                  |                                                                     |                                                                                                 |
| J.W. Brown COstruction, LLC<br>Lexington, SC                                                         | V017314                                            | Protege                                     | \$1,758,245.00                                       | 20.00                                 |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                      |                                                    |                                             |                                                      |                                       |                                                                     |                                                                                                 |

**Key: Minority/Women Owned Business Enterprise Association Code****AF** – Asian American Female**AM** – Asian American Male**BF** – African American Female**BM** – African American Male**FB** – Non-Minority Female Owned**HF** – Hispanic American Female**HM** – Hispanic American Male**NF** – Native American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$** \$4,108,245.00**TOTAL CONTRACT AMOUNT: \$** \$8,791,225.00

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

Business Name: - Lake Muray Utility Company, Inc.Representative Name/Title: Cheryl Gootee / Office ManagerDate: 9-19-2024



**Business Information for Subconsultants/Subcontractors- Continued****List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)J.W. Brown Construction, LLC  
Company Name207 Garden Gate Way  
Physical Address\_\_\_\_\_  
Mailing AddressLexington, SC 29072  
City/State Zip Code803 840-9787 ( ) \_\_\_\_\_  
Phone number Fax numberJohn Brown \_\_\_\_\_  
Primary Contact Name Secondary Contact Namejwbrown1985@yahoo.com \_\_\_\_\_  
Primary Contact Email Address Secondary Contact Email Address41-3722170 V017314  
Sam.gov UEID # Vendor #2) Subcontractors Company information (Primary/Main office location)STAline  
Company Name3020 Bluff Rd.  
Physical Address(P.O. Box 242016, Charlotte, NC 28224)  
Mailing AddressColumbia, SC 29209  
City/State Zip Code803 797-0500 ( ) (704) 577-3483 main number  
Phone number Fax numberJason Rapp Beth Williams  
Primary Contact Name Secondary Contact Namejason.rapp@staline.com beth.williams@stalinc.com  
Primary Contact Email Address Secondary Contact Email AddressV017998  
Sam.gov UEID # Vendor #



**Business Information for Subconsultants/Subcontractors- Continued****List information for each Subcontractor or Subconsultant below.****3** **1)** Subcontractors Company information (Primary/Main office location)Reeves Construction Company  
Company Name248 Plemmons Rd.  
Physical Address

Mailing Address

Duncan, SC 29334  
City/State Zip Code803 376-1240 ( )  
Phone number Fax numberWendy Thompson  
Primary Contact Name Secondary Contact Namewthompson@reevescc.com  
Primary Contact Email Address Secondary Contact Email Address58-0641369 V017916  
Sam.gov UEID # Vendor #**4** **2)** Subcontractors Company information (Primary/Main office location)Knight's Redi-Mix  
Company Name112 Belgium Drive  
Physical AddressP.O. Box 3408  
Mailing AddressSummerville, SC 29484  
City/State Zip Code843-821-7600 843-821-7627  
Phone number Fax numberLawrence Fogle Tammy Blume  
Primary Contact Name Secondary Contact Namelfogle@knightcompanies.com tblume@knightcompanies.com  
Primary Contact Email Address Secondary Contact Email AddressV015163  
Sam.gov UEID # Vendor #





# CITY OF COLUMBIA

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

## MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 9-19-24 Mentor Amount: \$ 7,032,980.00  
(including subcontractors or sub consultants amounts)  
Project Name: 16" Trenholm Rd. Water Mentor % of Total Contract: 80.00%  
(include 2 decimal places)  
Project #: Main Upgrade, WM473303 Protégé Amount: \$ 1,758,245.00  
(include 2 decimal places)  
Mentor: Lake Murray Utility Co., Inc. Protégé % of Total Contract: 20.00%  
(include 2 decimal places)  
Protégé: J.W. Brown Construction, LLC Duration of the Project: 270 days  
Total Project Contract Amount: \$ 8,791,225.00

**Statement of Commitment:** Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. The information recorded in the BIR must be consistent with the Implementation Plan.

### 1. How do the Mentor and Protégé intend to work together on the designated project?

*Address contractual relationship, general roles and informal teaming arrangements.*

Jennings Parker and John Brown will work closely together and coordinate day to day work. We will subcontract a minimum of 20% J.W. Brown Construction, LLC assigning work for them to complete while working along side of the mentor.

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

It's really like all of our MPP projects. We work really close with our protégé and assist them with all the daily requirements that they need to complete.



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1401 Main Street 4<sup>th</sup> Floor | Columbia, South Carolina 29201  
Phone: 803-545-3950

**3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators in which the team's success is being achieved.**

Lake Murray Utility has helped J.W. Brown Construction over the past 4 years in obtaining more skills, knowledge, equipment and day to day work load.

**4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.**

Mentor:

Robert Chapman -> Foreman and his crew. Jennings will also be onsite to assist them and our protégé.

Protégé:

John and Lewis Brown / owner / Foreman and their crew

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

| List Subcontractors Names below:<br>(Do not include Protégé) | Who will the subcontractor report to? | Who is responsible for payment of the subcontractor? |
|--------------------------------------------------------------|---------------------------------------|------------------------------------------------------|
| Should not have any subs on this project                     |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |
|                                                              |                                       |                                                      |

Special Arrangements:





## CITY OF COLUMBIA

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Phone: 803-545-3950

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

a. Description of Mentor's responsibilities on project: Insurance, billing, calling overall project management, in locates, addressing safety, clean up, traffic control.

b. Description of Protégé responsibilities on project: Completing all their assigned sections of the project working along side of mentor. Maintaining safety goals & reporting any problems to Jennings.

c. Description of responsibilities that will be completed as a team: Weekly goals, making sure everything is completed - daily safety - communicating with each other if issues come up.

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

one phase - LMU starting on the south end and J.W. Brown will be starting on the north end of the project.

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

We will meet with the protege on a daily basis. Jennings will be over seeing the process that LMU & JW Brown is making.

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

When the mentor submits a pay request and we get paid - We will turn right around and pay our protege for the work they have completed within the pay app time frame.



# CITY OF COLUMBIA

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## MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Lake Murray Utility Co., Inc. (Mentor Firm) this 19<sup>th</sup> day of September 2024.  
Corporate SEAL

By: R. Ferris Parker  
Title: President  
Firm Name: Lake Murray Utility Company, Inc.

ATTEST:

By: Cheryl K. Hootee  
Title: Office Manager

EXECUTED by J.W. Brown Construction, LLC (Protégé Firm) this 19<sup>th</sup> day of September 2024.  
Corporate SEAL

By: John W. Brown  
Title: President  
Firm Name: J.W. Brown Construction, LLC

ATTEST: Cheryl K. Hootee  
By: Office Manager  
Title: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 23<sup>rd</sup> day of September 2024.

By: Cassandra Fletcher

Title: Program Compliance Administrator



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2024-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec 12-79, Violations; citations; penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV, Garages and City Owned Parking Facilities, Sec. 12-150, Fees

**REQUISITION NO.:** 2024-039

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**PURPOSE:**

A public hearing was held on October 15, 2024 and the ordinance was approved on first reading. This ordinance has been resubmitted for first reading consideration.

**ATTACHMENTS:**

- **#a:** 2024-039\_Amend Chapter 12 Article II Stopping Standing and ParkingV8\_ 11.8.2024 (DOCX)
- **#b:** Parking Public Hearing Presentation (PDF)
- **#c:** Munse Email Regarding Ordinance 2024 039 Parking (PDF)

**HISTORY:****10/15/24****Columbia City Council APPROVED ON FIRST READING.**

Ms. Susie Dibble appeared before the members of Council.

Council voted six to one to give first reading approval to Ordinance No.: 2024-039 to increase parking rates, subject to the following amendments:

Increase the fire lane initial fine from \$200 to \$500.

Amend §12-150, Fees to read "All rates applicable to existing and future public decks within Bull Street shall be phased in over a ten year period, owing to the special conditions existing pursuant to the Bull Street Development Agreement.

Enforcement will begin at 9:00 a.m. until 7:00 p.m. citywide.

Amend §12-111 – Owner Occupant Visitor Permit – 24 month period to reflect \$48 per vehicle.

Before second reading, City Council will be looking to receive information and having a discussion around Saturday enforcement and all of the clarifying questions that were asked today. If we need to make any adjustments, they will be made then.



**ORDINANCE NO.: 2024-039**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec 12-79, Violations; Citations; Penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV, Garages and City Owned Parking Facilities, Sec.12-150, Fees*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec 12-79, Violations; Citations; Penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV, Garages and City Owned Parking Facilities, Sec. 12-150, Fees is amended to read as follows:

**ARTICLE II. STOPPING, STANDING AND PARKING****DIVISION 1. GENERALLY****Sec. 12-51. Use of loading zones.**

- (a) Parking places marked as loading zones may be used only by vehicles actually engaged in loading or unloading, pickup or delivery of merchandise to or from a business which can be served from the loading zone within a period of 30 minutes.
- (b) It shall be unlawful for any vehicle, regardless of size or tonnage, to occupy any loading zone unless the owner has first obtained an annual permit from the parking services division, which shall run from July 1 to June 30. The parking services division shall issue permits only for those vehicles which have as their principal business purpose the transporting of goods and merchandise, and he may collect an annual fee as provided in the table below. of \$5.00 for one vehicle permit, provided that. Additional vehicles under the same ownership may be issued permits Additional vehicles under the same ownership may be issued permits as provided in the table below. for a fee of \$2.00 each.

|                                                    | <u>Fee</u>          |
|----------------------------------------------------|---------------------|
| <u>First 10 Permits</u>                            | <u>\$100 each</u>   |
| <u>Additional Permits (same vehicle ownership)</u> | <u>\$50.00 each</u> |

- (c) The owner of any vehicle found in violation of this section shall be guilty of a misdemeanor, punishable, upon conviction, in accordance with section 1-5, and the permit, if any, issued for the vehicle, shall be revoked in addition to other penalties provided by law.

LEGAL DEPARTMENT DRAFT

(Code 1979, § 2-3061; Ord. No. 2016-090, 10-18-16)

**Sec. 12-53. Immobilization and impoundment of vehicles.**

- (a) *Authorized; procedure; fee.* Any vehicle identified as a public nuisance may be impounded by the city by giving authorization to a commercial towing or wrecker service to tow the vehicle away and store it in a safe place until claimed by the owner or by immobilizing it in such a manner as to prevent its operation.
- (1) Immobilization shall be at the direction of a city police officer or other city employee charged with such responsibility.
  - (2) Upon immobilization, the officer or employee shall place upon the vehicle a notice sufficient to warn the owner or driver that the vehicle has been immobilized and that any attempt to move or drive it may result in damage. Such notice shall also inform the owner or driver of the reason for immobilization and the amount of the outstanding bonds then due.
  - (3) Immobilization shall remain in place for 48 hours unless sooner released in accordance with subsection (b) of this section. If compliance with subsection (b) of this section has not occurred within 48 hours, the vehicle shall be towed and impounded.
  - (4) The owner of the vehicle immobilized or towed shall have the right to contest the validity of the action taken by the city by requesting a hearing by the city manager or his/her designee. The request for a hearing must be in writing and delivered to the city manager's office within ten (10) days of immobilization or towing. Any person dissatisfied with the decision of the city manager or his/her designee may appeal the decision to a court of competent jurisdiction within ten (10) days after notice of the decision from which the appeal is taken.
  - (5) The owner of an immobilized vehicle shall be subject to a fee of ~~\$35.00~~ \$75.00 for the immobilization, which fee shall be exclusive of any bonds posted, fines imposed or storage costs assessed.
- (b) *Release of vehicle to owner.*
- (1) No impounded vehicle shall be released without satisfactory proof of ownership. The owner of a towed or immobilized vehicle may secure its release by:
    - a. Posting the bond required by the municipal court for his appearance to contest the validity of the actions of the city and to answer for the parking violations.
    - b. Paying the fee imposed by subsection (a)(5) of this section.
  - (2) Towing and storage charges of a commercial towing or wrecker service shall be the responsibility of the owner.

(Code 1979, §§ 2-3063, 2-3064; Ord. No. 2001-078, 10-17-01)

**DIVISION 2. PARKING METER ZONES**

**Sec. 12-72. Location and operation of meters.**

Parking meters installed in the parking meter zones established by the provisions of this division may be placed upon the curb immediately adjacent to the individual parking places described in this division. Each parking meter shall be placed or set in such a manner as to show or display by a signal or through an electronic method that the parking space adjacent to such meter is or is not in use. Each parking meter may be installed and set to display, upon the deposit of coins, credit card, prepaid parking card or by an electronic payment method authorized by the city, a signal indicating purchased parking for up to the maximum time allowed by the meter, in such zones as are designated by the city council. Each

meter shall also be arranged so that upon the expiration of the purchased parking time, it will indicate by a mechanical operation and the dropping of the proper signal or through an electronic method of notification that the purchased parking has expired. Parking payment methods such as pay-by-space and pay-and-display may be installed in areas designated by the city manager within parking meter zones to provide convenient methods of payment for parking. Where meters or other devices are not practical in the judgment of parking services, signage may be erected at parking spaces and at the entrance to public off-street parking lots or garages to allow members of the public to use alternative methods of payment. The city may provide a pay-by-phone or other remote payment service to the public for payment of parking fees.

(Code 1979, § 2-3066; Ord. No. 2001-078, 10-17-01; Ord. No. 2016-090, 10-18-16)

#### **Sec. 12-75. Deposit of payment.**

When any vehicle shall be parked in any space alongside or next to which a parking meter, parking control device or space controlled by a remote payment method is located in accordance with the provisions of this division, the operator of such vehicle shall, upon entering the parking space, immediately deposit a coin of the United States, credit card, or prepaid parking card in such parking meter or other parking control device, or purchase time by other designated electronic method, and the parking space may then be lawfully occupied by such vehicle during the period provided. If such vehicle shall remain parked in any such parking space beyond the parking time limit, the parking meter shall display a sign or signal showing expired parking or the operator shall be notified by electronic means, and in that event such vehicle shall be considered as parked overtime and beyond the period of purchased parking time, and the parking of a vehicle overtime or beyond the period of purchased parking time in any such part of a street where any such meter is located shall be a violation of this division.

(Code 1979, § 2-3069; Ord. No. 2016-090, 10-18-16)

|                           | Fee                                                           |
|---------------------------|---------------------------------------------------------------|
| On-Street                 | \$1.50 per hour, or portion thereof, up to maximum time limit |
| Daily Meter Reservation   | \$25.00 per meter                                             |
| Weekly Meter Reservation  | \$100.00 per week (6 days)                                    |
| Monthly Meter Reservation | \$400.00                                                      |

**Sec. 12-79. - Violations; citations; penalty.**

- (a) It shall be the duty of city police officers, other city employees, designated by the city manager, or any other state or federal government agency designated by the city manager with such responsibility to report:
- (1) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parked in violation of any of the provisions of this division;
  - (2) The state license number of such vehicle; and
  - (3) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.
- (b) Each such police officer, other city employees designated by the city manager, or any other state or federal government agency designated by the city manager shall also attach to such vehicle a notice to the owner thereof that such vehicle has been parked in violation of a provision of this division, stating the bond set by the city court in regard to such violation.
- (1) In any parking meter zone, every hour or fraction of any hour of overtime parking shall constitute a separate offense.
  - (2) Persons who receive a parking ticket may elect to pay the bond amount of the parking ticket or they may invoke the right of trial upon their acceptance of a courtesy summons in substitution of each parking ticket issued. Upon receiving a request for such trial, a courtesy summons shall be issued and a copy of that courtesy summons will be mailed to the owner's address listed in the vehicle's registration information along with the date and time of the trial. The original courtesy summons will be served at the time of the trial. Service of a courtesy summons vests the municipal court with jurisdiction to hear and dispose of the charge for which the courtesy summons was issued and served. Upon conviction after trial, the person shall be punished for each violation in accordance with section 1-5.
- (Code 1979, § 2-3073; Ord. No. 2000-002, 1-19-00; Ord. No. 2003-029, 5-7-03; Ord. No. 2008-090, 10-22-08)

| Citation Type                          | Initial Fine | 30-Day Late Fee | 60-Day Late Fee | 90-Day Late Fee |
|----------------------------------------|--------------|-----------------|-----------------|-----------------|
| Handicapped Parking                    | \$500        | \$0             | \$0             | \$0             |
| Fire Lane                              | \$500        | \$25            | \$25            | \$0             |
| Parking Overtime/ Time Restriction     | \$25         | \$25            | \$25            | \$0             |
| Parking Wrong Side of Street           | \$25         | \$25            | \$25            | \$0             |
| Parking Improperly                     | \$25         | \$25            | \$25            | \$0             |
| Parking In “No Parking” Area           | \$50         | \$25            | \$25            | \$0             |
| Parking In Bus/Taxi Zone               | \$50         | \$25            | \$25            | \$0             |
| Double Parking                         | \$50         | \$25            | \$25            | \$0             |
| Blocking Driveway                      | \$75         | \$25            | \$25            | \$0             |
| Expired/Unpaid Meter/Space             | \$20         | \$25            | \$25            | \$0             |
| Blocking Sidewalk                      | \$50         | \$25            | \$25            | \$0             |
| Loading Zone                           | \$75         | \$25            | \$25            | \$0             |
| Reserved Parking Only                  | \$75         | \$25            | \$25            | \$0             |
| Re-Feeding Meter                       | \$25         | \$25            | \$25            | \$0             |
| Tree Zone                              | \$25         | \$25            | \$25            | \$0             |
| Keys in Unattended Vehicle             | \$50         | \$25            | \$25            | \$0             |
| 2 <sup>nd</sup> Violation (same space) | \$25         | \$25            | \$25            | \$0             |
| 3 <sup>rd</sup> Violation (same space) | \$25         | \$25            | \$25            | \$0             |

### Sec. 12-81. Exemptions.

- (a) All commercial trucks while actually loading and unloading are required to pull in to the curb without charge in metered spaces.
- (b) Any commercial truck parked in a meter space longer than while actually loading and unloading will be in violation of this division.
- (c) Disabled operators of vehicles bearing license plates issued by the state highway department indicating that the operator is disabled shall be exempt from the requirements of this division

pertaining to the payment of on-street parking fees. All other parking and meter regulations, except timed parking, shall apply to such operators.

- (d) Witnesses who testify or are subpoenaed to testify in criminal cases in the circuit court, while in attendance at court, shall not be subject to parking meter requirements for deposit of coins or overtime parking, and parking meter tickets certified by the clerk of court as exempt under this subsection shall be cancelled.

(Code 1979, § 2-3075; Ord. No. 2016-090, 10-18-16)

### **DIVISION 3. RESIDENTIAL PERMIT PARKING DISTRICTS**

#### **Sec. 12-111. Permit fees.**

Fees per vehicle will be charged as follows for permits issued under this division:

- (1) ~~Owner occupant vehicle permits: \$5.00 per vehicle for a 24 month period~~
- (2) ~~Tenant vehicle permits: \$10.00 per vehicle for a 6 month period.~~
- (3) ~~Owner occupant visitor permits: \$1.00 per vehicle.~~
- (4) ~~Tenant Visitor permits: \$5.00 per vehicle.~~
- (5) ~~Transfer to another vehicle: \$1.00 per vehicle.~~

|                                                           | <u>Fee</u>                          |
|-----------------------------------------------------------|-------------------------------------|
| <u>Owner occupant vehicle permit – 24 month period</u>    | <u>\$60.00 per vehicle</u>          |
| <u>Tenant vehicle permit – per the current lease term</u> | <u>\$5.00 per vehicle/per month</u> |
| <u>Owner occupant visitor permit – 24 month period</u>    | <u>\$48.00 per vehicle</u>          |
| <u>Tenant visitor permit – per the current lease term</u> | <u>\$4.00 per vehicle/per month</u> |
| <u>Permit transfer to another vehicle</u>                 | <u>\$10.00</u>                      |

(Ord. No. 2008-050, 1-7-09)

#### **Sec. 12-115. Appeals.**

Any person aggrieved by the denial or cancellation of a permit under this division shall have the right to appeal such denial or cancellation to the head of the department designated by the city manager to enforce residential parking permit regulations upon written notice to the head of the department designated by the city manager to enforce residential parking permit regulations within ~~ten~~ seven days of such denial or cancellation.

(Ord. No. 2008-050, 1-7-09)

## DIVISION 4. – VALET PARKING

### Sec. 12-121. Definitions.

For purposes of this division, the following words shall have the following meanings:

*Applicant* means a person requesting a valet parking permit.

Director of ~~general~~ parking services means the director of ~~general~~ parking services or his or her designee.

*Permit* means a valet parking permit.

*Public right-of-way* means any area dedicated for public use as a public street, pedestrian way, or other thoroughfare, including but not limited to streets, roadways, parkways, alleys, sidewalks, and pedestrian ways.

*Valet parking* means typical practices associated with, and the act of, driving another person's vehicle to and from a parking location so that said person and any passengers originally within the vehicle may unload and load at or near their immediate destination.

*Valet parking service* means a person valet parking, including any persons, subcontractors, or agents employed or otherwise assisting said person.

(Ord. No. 2004-022, 7-28-04)

### Sec. 12-123. Process for permits and renewals.

- (a) New applications for a permit shall be submitted to the Business License Division. New applications shall include the following information:
  - (1) The name, address, and telephone number of the applicant, the valet parking service, and a person associated with the valet parking service immediately available during all hours of its operation.
  - (2) A signed statement from the owner of each premises that would benefit from the valet parking, granting permission to the valet parking service to valet park the vehicles of his or her patrons.
  - (3) The hours of operation of all premises that would benefit from the valet parking and the hours of operation of the valet parking service at each premises. Where the premises that would benefit from the valet parking is an auditorium, convention center, or other major venue, the application may substitute a yearlong event schedule that includes anticipated event times rather than hours of operation.
  - (4) The number of employees assigned to valet park for each premises that would benefit from the valet parking.
  - (5) The seating capacity or other capacity of all premises that would benefit from the valet parking.
  - (6) The location where vehicles would queue prior to receipt by the valet parking service, the location where patrons would drop-off vehicles, and the location where the valet parking service would return vehicles to patrons.
  - (7) The location where vehicles would be parked or stored for each premises that would benefit from the valet parking.
  - (8) The route between the vehicle drop-off and return locations and the parking location.
  - (9) A signed statement from the operator of any parking facility designated as the parking location regarding that facility's ability to accept the vehicles. The statement shall include:



- a. The total number of parking spaces within the parking facility.
  - b. The number of parking spaces within the parking facility to be reserved for the premises that would benefit from the valet parking.
  - c. An estimate of the percent usage of the parking facility prior to and subsequent to the proposed valet parking were it approved.
  - d. The number of parking spaces within the parking facility that is reserved because they satisfy the parking requirements of the Zoning Ordinance.
- (10) A contract pending approval of a permit or an executed contract between the applicant and each operator of a parking facility designated as a parking location. Each contract shall contain a provision that it cannot be canceled without at least 60 days notice to the other party and to the city.
- (11) The location of any proposed signs for the valet parking service and any proposed attendant stands.
- (12) Proof that the applicant has insurance in force satisfying the requirements of section 12-128.
- (13) Payment of a nonrefundable permit fee plus a parking space use fee. The new permit fee is ~~\$30.00~~. The permit and fee to renew a previously approved permit are provided in the table below. ~~\$5.00~~. The parking space use fee shall equal the prevailing hourly rate of the associated parking meter(s) or pay-by-space multiplied by the number of hours the parking meter(s) or pay-by-space would otherwise have been in service. A parking space use fee shall not be charged where the parking space is not regulated by a parking meter or pay-by-space; however, the city reserves the right to install a paid parking ~~meter~~ space at any time. Fees shall not be pro-rated based upon when the application was submitted during the calendar year.
- |                                       | <u>Fee</u>      |
|---------------------------------------|-----------------|
| <u>New Valet Operation Permit Fee</u> | <u>\$100.00</u> |
| <u>Renewal Permit Fee</u>             | <u>\$100.00</u> |
- (14) Where the applicant proposes to valet park in conjunction with a once-a-year or otherwise special event that lasts no more than seven calendar days, the items required within subsections 9 (d) and 10 may be excluded from the application. However, the director of ~~general~~ parking services reserves the right to require that the applicant submit these documents upon his or her determination that the information is necessary to make his or her decision.
- (b) Applications to renew a previously approved permit may be limited to:
- (1) A cover letter signed by the applicant and the owner of each premises that would benefit from the valet parking stating that the items provided within the previously approved application have not changed;
  - (2) A contract for the parking location (in accordance with subsection (a)(10) above);
  - (3) Proof of insurance (in accordance with subsection (a)(12) above); and
  - (4) Fees (in accordance with subsection (a)(13) above).
- (c) Once the business license division determines an application is complete, the business license division will forward the application to the director of ~~general~~ parking services who will make his or her decision to approve, approve with conditions, or deny the application. The criteria that the

director of ~~general~~ parking services shall consider when making his or her decision are set forth in section 12-127.

- (d) The director of ~~general~~ parking services may seek counsel from other city agencies prior to making his or her decision. The director of ~~general~~ parking services must make a decision within 30 days after the business license division determines that an application is complete. If the director of ~~general~~ parking services fails to issue a decision within the time frame above, the application shall be considered approved.
- (e) The director of ~~general~~ parking services shall return the application and the decision regarding the application to the business license division. If the application is approved or approved with conditions, the business license division shall issue a valet parking permit to the applicant.

(Ord. No. 2004-022, 7-28-04)

#### **Sec. 12-125. Operating requirements.**

- (a) The valet parking service shall only accept vehicles at, and return vehicles to, the approved drop-off and return locations. Dimensions of drop-off and return locations shall be determined by the director of ~~general~~ parking services.
- (b) The valet parking service shall only move vehicles between the approved drop-off and return locations and the approved parking location. Said movement of vehicles shall occur only along the approved route.
- (c) The valet parking service shall not use on-street parking spaces for valet parking.
- (d) The valet parking service shall not park any vehicle upon private property without written authorization by the property owner or an authorized agent of the property owner.
- (e) The valet parking service shall provide adequate staffing to receive, park, and return vehicles so that traffic is not impeded by the activities of the permit. Vehicle queuing is allowed only within the area approved for vehicle queuing.
- (f) The valet parking service shall ensure that at least five feet of clearance is provided along all pedestrian walkways.
- (g) The valet parking service shall post in a conspicuous location a copy of the permit and a diagram of the approved route between the approved drop-off and return locations and the approved parking location.
- (h) Except where an applicant proposes to valet park in conjunction with a once-a-year or otherwise special event that lasts no more than seven calendar days, each valet parking service shall display at each drop-off and return location a sign no less than six square feet that includes letters and numerals plainly visible from the street stating:
  - (1) "Valet Parking";
  - (2) The name of the valet parking service;
  - (3) The hours of operation of the valet parking service; and
  - (4) The parking fees, if any.
- (i) The valet parking service shall notify the city police department whenever a vehicle has been left for a period longer than 48 hours without a prior contractual arrangement for such period of time.
- (j) Each person employed by or otherwise assisting the valet parking service shall have a valid driver's license.

(Ord. No. 2004-022, 7-28-04)

**Sec. 12-127. Grounds for revocation and denial.**

- (a) The director of ~~general~~ parking services may revoke or deny a permit for any one of the following reasons:
  - (1) The valet parking service fails to cooperate with the city police department in the investigation of any crime committed at, in proximity to, or between the drop-off and return location and the parking location.
  - (2) The applicant has made a material misrepresentation in his or her application.
  - (3) The valet parking service prescribed by the applicant would or does substantially impact traffic or disrupt the peace and quiet within any area of the city.
  - (4) The valet parking service at the specified location would be or is incompatible with other uses in the vicinity.
  - (5) The applicant, valet parking service, or premises benefiting from the valet parking violated any condition of a previous or existing permit within the city during the past five years.
  - (6) The applicant, valet parking service, or premises benefiting from the valet parking service fails to comply with other criteria set forth herein.
  - (7) The building, structure, lot, or equipment upon the premises benefiting from the valet parking fails to comply with all applicable health, zoning, fire, building, and safety laws of the State of South Carolina or the city.
- (b) The director of ~~general~~ parking services shall notify an applicant in writing by certified mail when a permit is revoked or denied. An applicant may appeal a decision of the director of ~~general~~ parking services to the city manager or his or her designee within 30 days of receiving the decision.
- (c) Unless the public health, welfare, or safety requires more immediate action, revocation is effective 48 hours after written notice is delivered to the applicant.

(Ord. No. 2004-022, 7-28-04)

**Sec. 12-130. Conformance with applicable laws.**

- (a) Nothing in this division authorizes or is intended to authorize the parking of vehicles by a valet parking service in a manner contrary to applicable laws of the State of South Carolina and parking and traffic regulations of the city.
- (b) If a parking meter is present at the approved drop-off or return location, the director of ~~general~~ parking services shall place upon the parking meter a sign reserving the parking space for valet parking only during the approved hours of operation.

(Ord. No. 2004-022, 7-28-04)

**Sec. 12-131. Conditions imposed on permit.**

- (a) The director of ~~general~~ parking services may impose conditions upon the permit that are reasonably necessary to protect the peace and tranquility of any residential area, mitigate traffic impacts, protect other uses in the area, or protect the public health, welfare, and safety.
- (b) An applicant issued a permit pursuant to these regulations, any valet parking service operating under said permit, and any premises that would benefit from the valet parking resulting from said permit shall comply with all conditions imposed upon the permit pursuant to subsection (a) of this section.

- (c) An applicant may appeal the imposition of a condition(s) upon the permit in accordance with procedure and time frame established within section 12-127(b).

(Ord. No. 2004-022, 7-28-04)

#### ARTICLE IV. GARAGES AND CITY OWNED PARKING FACILITIES

##### Sec. 12-150. Fees.

The rates below are available to the general public on the City's website. All rates are subject to change each fiscal year based upon budgetary considerations and approval by City Council. All rates applicable to existing and future public decks within Bull Street District shall be phased in over a ten-year period, owing to the special conditions existing pursuant to the Bull Street Development Agreement. The monthly fee structure for parking ~~garages~~ decks and city owned parking facilities is as follows:

(a) ~~Garages~~ Decks:

(1) Arsenal Hill, Freed Street, Lady Street, Lincoln Street, Park Street, PJ Cannon, Sabal Street, Sumter Street, Taylor Street and Washington Street Parking Decks;

|                                 |                                    |
|---------------------------------|------------------------------------|
| <u>Public / Visitor Parking</u> | <u>First Hour Free</u>             |
|                                 | <u>Second Hour \$3.00</u>          |
|                                 | <u>Each Additional Hour \$1.00</u> |
|                                 | <u>Maximum Daily Rate \$15.00</u>  |
|                                 | <u>Lost Ticket \$15.00</u>         |

(2) Arsenal Hill and Taylor Street Garages Deck (all spaces) ~~\$65.00~~

~~Parking meters, per hour~~ 0.75

|                                 |                |
|---------------------------------|----------------|
|                                 | <u>Fee</u>     |
| <u>Monthly unreserved space</u> | <u>\$85.00</u> |

(3) Arsenal Hill and Taylor Street Garages Deck (all spaces) ~~\$52.00~~

~~Parking meters, per hour~~ 0.75

|                                 |                |
|---------------------------------|----------------|
|                                 | <u>Fee</u>     |
| <u>Monthly unreserved space</u> | <u>\$65.00</u> |

(4) Lady Street, Sumter Street and Washington Street Garages Decks:

~~Unassigned spaces~~ 78.00

~~Assigned spaces~~ 105.00

~~Hourly rate:~~

~~First 30 minutes~~ 1.00

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~~Second 30 minutes~~1.00

~~Each additional hour~~1.00

(Maximum of \$10.00/day)

|                                 | <u>Fee</u>      |
|---------------------------------|-----------------|
| <u>Monthly unreserved space</u> | <u>\$85.00</u>  |
| <u>Monthly reserved space</u>   | <u>\$155.00</u> |

(5) Park Street and Lincoln Street ~~Garages~~ Decks:

~~Unassigned spaces~~65.00

~~Assigned spaces~~80.00

Hourly rate:

~~First 30 minutes~~1.00

~~Second 30 minutes~~1.00

~~Each additional hour~~1.00

(Maximum of \$10.00/day)

|                                 | <u>Fee</u>      |
|---------------------------------|-----------------|
| <u>Monthly unreserved space</u> | <u>\$78.00</u>  |
| <u>Monthly reserved space</u>   | <u>\$125.00</u> |

(6) City Center PJ Cannon ~~Garage~~ Deck:

~~Unassigned spaces~~65.00

~~Assigned spaces~~85.00

~~Parking meters, per hour~~0.75

|                                 | <u>Fee</u>      |
|---------------------------------|-----------------|
| <u>Monthly unreserved space</u> | <u>\$85.00</u>  |
| <u>Monthly reserved space</u>   | <u>\$130.00</u> |

(7) Freed Street and Sabal Street Decks

|                                 | <u>Fee</u>      |
|---------------------------------|-----------------|
| <u>Monthly unreserved space</u> | <u>\$85.00</u>  |
| <u>Monthly reserved space</u>   | <u>\$155.00</u> |

(b) *Surface parking lots:*(1) ~~Sumter Street/Blanding Street Lot and Sumter Street/Taylor Street Lot:~~~~Non-residential 50.00~~

|                                 | <u>Fee</u>           |
|---------------------------------|----------------------|
| <u>Monthly unreserved space</u> | <u>\$65.00</u>       |
| <u>Public / Visitor Parking</u> | <u>\$1.50/hourly</u> |

(2) Devine Street and Pavillion Lot

|                                                  | <u>Fee</u>     |
|--------------------------------------------------|----------------|
| <u>Monthly unreserved space M-Sa 9:00A-7:00P</u> | <u>\$35.00</u> |

(3) Harden Street Lot

|                         | <u>Fee</u>                                                |
|-------------------------|-----------------------------------------------------------|
| <u>Public / Visitor</u> | <u>\$1.50 hourly until 4:00P</u>                          |
|                         | <u>\$7.00 flat fee after 4:00P (Monday – Wednesday)</u>   |
|                         | <u>\$10.00 flat fee after 4:00P (Thursday – Saturday)</u> |
|                         |                                                           |

(4) 1127 Washington Street Lot

|                                 | <u>Fee</u>           |
|---------------------------------|----------------------|
| <u>Monthly unreserved space</u> | <u>\$105.00</u>      |
| <u>Public / Visitor</u>         | <u>\$1.50/hourly</u> |

(5) Taylor Street Lot

|                                 | <u>Fee</u>     |
|---------------------------------|----------------|
| <u>Monthly unreserved space</u> | <u>\$65.00</u> |

(c) *In/Out permit parking on street (unassigned space monthly)* ~~35.00~~ \$50.00(d) Residential Parking, non-residential neighborhood areas

|                                                     | <u>Fee</u>     |
|-----------------------------------------------------|----------------|
| <u>Monthly unreserved, nights and weekends only</u> | <u>\$50.00</u> |

(e) Electric Vehicle Charging

|                                            | <u>Fee</u>                                        |
|--------------------------------------------|---------------------------------------------------|
| <u>Level 2 Charging Station</u>            | <u>\$0.1900/kWh</u>                               |
| <u>Level 2 Charging Station dwell-time</u> | <u>\$2.00 / hour (\$25 per dwell session max)</u> |
| <u>DC Fast Charging Station</u>            | <u>\$0.3469 /kWh</u>                              |
| <u>DC Fast Charging Station dwell-time</u> | <u>\$2.00 / hour (\$25 per dwell session max)</u> |

All Electric Vehicle Charging fees are in addition to any applicable posted parking facility fees.

(Ord. No. 2006-80, 12-13-06; Ord. No. 2008-091, 10-22-08; Ord. No. 2011-102, 2-21-12)

Requested by:

ACM Henry M. Simons

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



# Proposed Parking Rate Change Plan

## Open House Drop-in

Tuesday, October 15<sup>th</sup>, 2024 2:00 – 4:00P  
City Hall  
1737 Main Street, Columbia, SC 29201

The City of Columbia and Parking Services invite you to join us for presentation of the Parking Rate Change Plan. This plan is a result of recommendations by consultants WGI, Charlotte North Carolina.

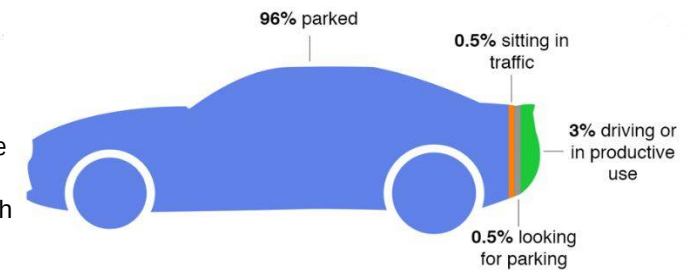
This presentation is your opportunity to learn about the draft plan including the new parking rates; to include monthly, on-street, valet, loading zones, residential permits, parking citations, late fees, IN/OUT permits, and new hours of enforcement.

Upon the approval of City Council, proposed rate changes will take place January 1, 2025



# PARKING RATE STUDY

- WGI was engaged by the City of Columbia to perform a Parking Rate Study for the purpose of amending the City's 2015 Parking Master Plan.
- The intent was to assess the current parking rate and operations compared to the recommendations given in the 2015 PMP and provide recommendations for current rates and operations for the entire parking system
- Parking provides services that are crucial for the city's hospitality and business districts, offering both monthly and daily parking options to support local economic activities and special events.
- Building on the continued economic growth in Columbia, the Parking Services Rate Study is the next step in planning for future innovation and growth of the Parking System to meet the parking demands for both local residents and all those visiting the Capital City.
- Parking is likely a visitors—first and last touch with the South Carolinas Capitol City. As such, the arrival and departure parking experience can have a profound impact on their overall experience with the City of Columbia.
- Research shows that parking can significantly impact how customers perceive and interact with the place they are visiting. This is due to parking is typically a person's first encounter, whether visiting a hotel, a grocery store, a university campus, or a local business. A positive parking experience can set the tone for a pleasant and productive visit, while a negative parking experience can cause frustration, stress, and dissatisfaction.
- Reinvestment into the Parking System with the goal of directly impacting Columbia's parker experience along with branding positioning.
  - Brand positioning establishes how Parking Services presents itself to our parkers
  - Columbia's target parker and what they need from us
  - Parking Services and what services we provide
  - Ongoing events in Columbia that might affect parkers' choices, such as competition, and public perception
- Upon the approval of City Council, proposed rate changes would not take place until January 1<sup>st</sup> 2025
- Parking Revenue Five Year Projections with rate increases; \$17M
- Parking Revenue Five Year Projections without rate increases; \$261,704



# Peer City Updates

| Points of Comparison                                        | Greenville, SC        | Charleston, SC | Raleigh, NC     | Richmond, VA | Savannah, GA      | Columbia, SC          |
|-------------------------------------------------------------|-----------------------|----------------|-----------------|--------------|-------------------|-----------------------|
| City Population (2015)<br><small>source: census.gov</small> | 61,734                | 133,579        | 432,520         | 213,735      | 142,919           | <b>131,958</b>        |
| City Population (2020)<br><small>source: census.gov</small> | 69,648                | 150,522        | 469,698         | 229,233      | 145,492           | <b>136,632</b>        |
| On-Street Hourly Rate (2015)                                | FREE (timed)          | Unknown        | \$1.00/hr.      | \$0.75/hr.   | \$1/hr.           | <b>\$0.75/hr.</b>     |
| On-Street Hourly Rate (2022)                                | FREE (timed)          | \$2.00/hr.     | \$1.25-1.50/hr. | \$1.50/hr.   | \$2/hr.   \$1/hr. | <b>\$0.75/hr.</b>     |
| # Decks                                                     | 11                    | 15             | 9               | 4            | 7                 | <b>11</b>             |
| Deck Hourly Rates (2015)                                    | \$1.50/hr.            | Unknown        | \$2.25/hr.      | \$4/hr.      | \$1/hr.           | <b>\$1.02 (avg.)</b>  |
| Deck Hourly Rates (2022)                                    | \$1/hr. (1st Hr Free) | \$2/hr.        | \$1.75/hr.      | \$5/hr.      | \$3.25/hr. (avg)  | <b>\$1.00 (avg.)</b>  |
| Deck Maximum Hourly Rates (2022)                            | \$7                   | \$18           | \$14            | \$20         | \$21.50 (avg)     | <b>\$10</b>           |
| Deck Monthly Rates-Reserved (2022)                          | N/A                   | Not Offered    | \$190           | \$165        | \$180             | <b>\$79.70 (avg.)</b> |
| Deck Monthly Rates-Un-Reserved (2022)                       | \$72                  | Not Offered    | \$125           | \$130        | \$90 (avg)        | <b>\$57.60 (avg.)</b> |
| Surface Lot Hourly Rates                                    | \$1/hr.               | \$2-\$4/hr.    | N/A             | \$5/hr.      | \$1.15/hour (avg) | <b>Permit*</b>        |
| Surface Lot Maximum Hourly Rates                            | \$7                   | \$18 - No Max  | N/A             | \$20         | \$13.8            | <b>Permit</b>         |
| Surface Lot Rates (Monthly-Reserved)                        | N/A                   | Not Offered    | N/A             | \$135 (avg)  | N/A               | <b>\$50-80</b>        |
| Surface Lot Rates (Monthly-Un-Reserved)                     | \$72                  | Not Offered    | N/A             | \$105 (avg)  | N/A               | <b>\$20-65</b>        |
| Parking Meter Violation Fee (2015)                          | \$5 (variable)        | Unknown        | \$20            | \$20         | \$20              | <b>\$8-12</b>         |
| Parking Meter Violation Fee (2022)                          | \$5 - \$10 (variable) | \$14           | \$20            | \$25         | \$25              | <b>\$8-12</b>         |
| Violation Late Fees-30-Days                                 | \$20                  | \$9 - \$20     | \$20            | \$10         | \$29              | <b>\$10</b>           |
| Violation Late Fees-60-Days                                 | N/A                   | N/A            | N/A             | \$10         | N/A               | <b>\$25 (avg.)</b>    |

\* Sumter Surface lot has 27 meters charging \$0.75/hour.



- At the request of the City, Charleston, was added to the comparable cities analysis with this updated rate study.
- Except for Greenville, Columbia has the lowest hourly incremental rates for on-street parking and decks of the comparable cities.
- Columbia has the lowest monthly deck rates of the comparable cities.
- Except for Greenville, Columbia has the lowest meter violation fees of the comparable cities.

# PARKING SYSTEM OVERVIEW

|                                         |       |                                              |               |
|-----------------------------------------|-------|----------------------------------------------|---------------|
| • Parking Decks                         | 11    | • Number of Hotels accommodated              | 9             |
| • Surface Lots                          | 14    | • Number of City Staff accommodated          | +500          |
| • On-Street Meters                      | +3600 | • Average monthly events we support          | 29            |
| • On-Street Passport                    | +1400 | • Average # of monthly citations issued      | +8700         |
| • IN/OUT Monthly Blocks                 | 47    | • Average number of meters bagged monthly    | +500          |
| • Residential Permitted Areas           | 6     | • Average # of Passport Parking Transactions | 70K (monthly) |
| • Total Number of Monthly Parkers       | +3400 |                                              |               |
| • Total Number of System Parking Spaces | +11K  |                                              |               |



# CURRENT COLUMBIA PARKING RATES

|    | Location Name     | Address                | Area        | Lot/<br>Deck | Gated/<br>Ungated | # Spaces<br>(Total) | Reserved<br>Monthly | Unreserved<br>Monthly | # Monthly<br>Parkers |
|----|-------------------|------------------------|-------------|--------------|-------------------|---------------------|---------------------|-----------------------|----------------------|
| 1  | Taylor Street     | 1101 Taylor Street     | Downtown    | Deck         | Ungated           | 341                 | N/A                 | \$52.00               | 249                  |
| 2  | Washington Street | 1100 Washington Street | Downtown    | Deck         | Ungated           | 457                 | \$105.00            | \$78.00               | 545                  |
| 3  | Sumter Street     | 1415 Sumter Street     | Downtown    | Deck         | Gated             | 904                 | \$105.00            | \$78.00               | 477                  |
| 4  | Lady Street       | 1100 Lady Street       | Downtown    | Deck         | Gated             | 1007                | \$105.00            | \$78.00               | 1,006                |
| 5  | Arsenal Hill      | 1812 Lincoln Street    | Downtown    | Deck         | Ungated           | 246*                | N/A                 | \$52.00               | 115                  |
| 6  | Park Street       | 1007 Park Street       | Vista       | Deck         | Gated             | 850                 | \$80.00             | \$65.00               | 411                  |
| 7  | Lincoln Street    | 820 Washington Street  | Vista       | Deck         | Gated             | 674                 | \$80.00             | \$65.00               | 471                  |
| 8  | P.J. Cannon       | 1227 Taylor Street     | Downtown    | Deck         | Ungated           | 532                 | \$85.00             | \$65.00               | 467                  |
| 9  | Devine Street     | 2221 Devine Street     | Five Points | Deck/<br>Lot | Ungated           | TBD                 | TBD                 | TBD                   |                      |
| 10 | Sumter Lot        | 1700 Sumter            | Downtown    | Lot          | Ungated           | 149                 | N/A                 | \$50.00               | 477                  |
| 11 | 800 Pavilion      | 800 Pavilion           | Five Points | Lot          | Ungated           | 22                  | N/A                 | \$25.00               |                      |

|    | Location Name          | Address                   | Area        | Lot/<br>Deck | Gated/<br>Ungated | # Spaces<br>(Total) | Reserved<br>Monthly | Unreserved<br>Monthly | # Monthly<br>Parkers |
|----|------------------------|---------------------------|-------------|--------------|-------------------|---------------------|---------------------|-----------------------|----------------------|
| 12 | 2126 Devine Street     | 2126 Devine Street        | Five Points | Lot          | Ungated           | 37                  | N/A                 | \$35.00               | 28                   |
| 13 | Harden Lot             | 727 Harden                | Five Points | Lot          | Ungated           | 29                  | N/A                 | N/A                   |                      |
| 14 | Taylor Street Lot      | Beside Taylor Street Deck | Downtown    | Lot          | Ungated           | 20                  | N/A                 | \$52.00               |                      |
| 15 | Catawba                | 1000 Catawba              | Catawba     | Lot          | Ungated           | 40                  | N/A                 | \$36.00               | 19                   |
| 16 | Convention Center      | 900 Lincoln Street        | Vista       | Lot          | N/A               | 300                 | N/A                 | N/A                   |                      |
| 17 | 1127 Washington        | 1127 Washington Street    | Downtown    | Lot          | Gated             | 87                  | N/A                 | \$80.00               | 44                   |
| 18 | 1429 Park <sup>1</sup> | 1429 Park Street          | Vista       | Lot          | Ungated           | 113                 | N/A                 | \$65.00               | 120                  |
| 19 | Freed Street           | 1575 Freed Street         | Segra Park  | Deck         | Ungated           | 652                 | N/A                 | \$65.00               | 390                  |
| 20 | Sabal Street           | 1014 Sabal Street         | Segra Park  | Deck         | Ungated           | 211                 | N/A                 | \$65.00               | 120                  |
|    |                        |                           |             |              |                   | 6,425               | \$93.33             | \$59.47               | 4,939                |
|    |                        |                           |             |              |                   | Total               | Average             | Average               | Total                |

\*These locations contain a large number of City employees paying no fee for monthly parking

\*\*Co-owned facility, space count may be adjusted, 156 spaces operated by the City.

<sup>1</sup> Lots are not City-owned, yet surface lots are managed by the City.

## On-Street Rates:

| Current     | Recommended |
|-------------|-------------|
| \$0.75/hour | \$2.00/hour |



# REINVESTMENT INTO THE PARKING SYSTEM

## FUTURE PARKING INNOVATIONS

Focus on continuous improvement around customer experience, safety, infrastructure and overall parking deck presentation.

- CIP Projects, Facility Upgrades & Improvements
- Implement T2 Pay-by-Block / Cosmo
- Gateless Parking Solutions at Parking Decks
- Cloud Based LPR ( License Plate Recognition) Enforcement
- Automated On-line Citation Appeal Process
- Expand EV Charging System
- Implement On-line Permit Program
- Upgrade Deck Facility Cameras
- Dynamic Pricing
  - Passport Parking
  - T2 Pay-by-Block
  - Parking Meters w/ Credit Card Capabilities



### Sell Permits Online

T2's Permit Management solution makes it easy for your consumers to purchase and renew their permits online and for your staff to keep track of the information that is important to them. Plus, selling permits online eliminates those long lines at the office during permit season.





# T2 LUKE PAY STATIONS



- **T2 Cosmo Pay Station**
- Accepts Credit Cards, Passport. No Cash/Coin
  - Current Parking Smart Cards are not compatible
  - Future ability of new smart card platform
  - T2 Extend-by-Phone
  - Great for Merchants
    - Coupon/Validations
  - Real-time Metrics & Data

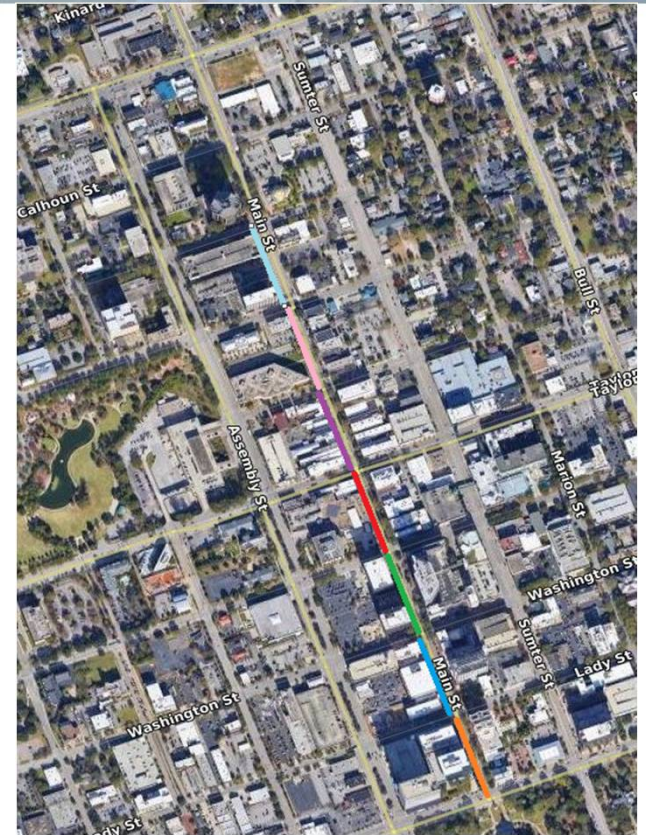




# MAIN STREET PROJECT EXAMPLE

- q 238 Parking Spaces
- q 104 Parking Meters
- q 19 30 Minute Spaces
- q 15 Loading Zone Spaces

| Location      | Total Number of Parking Spaces | Number of Spaces with Meters | Number of Meters |
|---------------|--------------------------------|------------------------------|------------------|
| 1200 Main St. | 27                             | 23                           | 15               |
| 1300 Main St. | 39                             | 34                           | 20               |
| 1400 Main St. | 44                             | 39                           | 23               |
| 1500 Main St. | 41                             | 35                           | 21               |
| 1600 Main St. | 25                             | n/a                          | n/a              |
| 1700 Main St. | 38                             | 35                           | 20               |
| 1800 Main St. | 24                             | 23                           | 23               |



# FACILITIES PLAN

## Columbia Parking Facility Repair, Maintenance, & Capital Improvements FY24/25 – FY 28/29

| Location                            | Description                                                     | FY24/25 Estimated Cost | FY25/26 Estimated Cost | FY26/27 Estimated Cost | FY27/28 Estimated Cost | FY28/29 Estimated Cost |
|-------------------------------------|-----------------------------------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Sumter St. Parking Deck             | Structural, Waterproofing, Operational, Systems, and Aesthetics | \$889,394              | \$1,160,460            | \$1,131                | \$999,000              | \$37,200               |
| Lady St. Parking Deck               | Structural, Waterproofing, Operational, Systems, and Aesthetics | \$325,833              | \$91,084               | \$807,839              | \$88,050               | \$0                    |
| Washington St. Parking Deck         | Structural, Waterproofing, Operational, Systems, and Aesthetics | \$489,375              | \$399,840              | \$39,223               | \$18,780               | \$749,022              |
| Taylor St. Parking Deck             | Structural, Waterproofing, Operational, Systems, and Aesthetics | \$510,692              | \$269,360              | \$590,150              | \$588,810              | \$107,880              |
| Arsenal Hill Parking Deck           | Structural, Waterproofing, Operational, Systems, and Aesthetics | \$318,533              | \$117,194              | \$35,061               | \$28,080               | \$375,875              |
| Lincoln St. Parking Deck            | Structural, Waterproofing, Operational, Systems, and Aesthetics | \$0                    | \$0                    | \$168,795              | \$10,800               | \$21,390               |
| Park St. Parking Deck               | Structural, Waterproofing, Operational, Systems, and Aesthetics | \$0                    | \$0                    | \$247,660              | \$28,524               | \$23,994               |
| PJ Cannon Parking Deck              | Structural, Waterproofing, Operational, Systems, and Aesthetics | \$0                    | \$0                    | \$243,223              | \$70,545               | \$546,840              |
| <b>Capital Improvements Program</b> | <b>Total Estimated Cost</b>                                     | <b>\$2,533,827</b>     | <b>\$2,037,938</b>     | <b>\$2,133,081</b>     | <b>\$1,832,589</b>     | <b>\$1,862,201</b>     |



# DOWNTOWN DISTRICT

**Current Off-Street Rates: Downtown District**

| Name              | Type | Process | Monthly Reserved | Monthly Unreserved | Daily Maximum | Daily 1st Hour | Daily Add'l Hours |
|-------------------|------|---------|------------------|--------------------|---------------|----------------|-------------------|
| Taylor Street     | Deck | Ungated | N/A              | \$ 52.00           | \$ 6.75       | \$ 0.75        | \$ 0.75           |
| Washington Street | Deck | Ungated | \$ 105.00        | \$ 78.00           | \$ 10.00      | \$ 2.00        | \$ 1.00           |
| Sumter Street     | Deck | Gated   | \$ 105.00        | \$ 78.00           | \$ 10.00      | \$ 2.00        | \$ 1.00           |
| Lady Street       | Deck | Gated   | \$ 105.00        | \$ 78.00           | \$ 10.00      | \$ 2.00        | \$ 1.00           |
| Arsenal Hill      | Deck | Ungated | N/A              | \$ 65.00           | \$ 6.75       | \$ 0.75        | \$ 0.75           |
| PJ Cannon         | Deck | Ungated | \$ 85.00         | \$ 65.00           | \$ 6.75       | \$ 0.75        | \$ 0.75           |
| Sumter Lot        | Lot  | Ungated | N/A              | \$ 50.00           | \$ 6.75       | \$ 0.75        | \$ 0.75           |
| Taylor Street Lot | Lot  | Ungated | N/A              | \$ 52.00           | N/A           | N/A            | N/A               |
| 1127 Washington   | Lot  | Gated   | N/A              | \$ 80.00           | \$ 10.00      | \$ 2.00        | \$ 1.00           |
| <b>Average</b>    |      |         | \$ 100.00        | \$ 66.44           | \$ 8.38       | \$ 1.38        | \$ 0.88           |

**Recommended Off-Street Rates: Downtown District**

| Name              | Type | Process | Monthly Reserved | Monthly Unreserved | Daily Maximum | Daily 1st Hour | Daily 2nd Hour | Daily Add'l Hours |
|-------------------|------|---------|------------------|--------------------|---------------|----------------|----------------|-------------------|
| Taylor Street     | Deck | Ungated | N/A              | \$ 65.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| Washington Street | Deck | Ungated | \$ 155.00        | \$ 85.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| Sumter Street     | Deck | Gated   | \$ 155.00        | \$ 85.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| Lady Street       | Deck | Gated   | \$ 155.00        | \$ 85.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| Arsenal Hill      | Deck | Ungated | N/A              | \$ 85.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| PJ Cannon         | Deck | Ungated | \$ 130.00        | \$ 85.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| Sumter Lot        | Lot  | Ungated | N/A              | \$ 65.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| Taylor Street Lot | Lot  | Ungated | N/A              | \$ 65.00           | N/A           | N/A            | N/A            | N/A               |
| 1127 Washington   | Lot  | Gated   | N/A              | \$ 105.00          | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| <b>Average</b>    |      |         | \$ 148.75        | \$ 80.56           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |



# FIVE POINTS DISTRICT

## Current Off-Street Rates: Five Points District

| Name           | Type       | Process | Monthly Reserved | Monthly Unreserved | Daily Maximum | Daily 1st Hour | Daily Add'l Hours |
|----------------|------------|---------|------------------|--------------------|---------------|----------------|-------------------|
| 2221 Devine    | Deck & Lot | Ungated | TBD              | TBD                | N/A           | N/A            | N/A               |
| 800 Pavilion   | Lot        | Ungated | N/A              | \$ 25.00           | N/A           | N/A            | N/A               |
| 2126 Devine St | Lot        | Ungated | N/A              | \$ 20.00           | N/A           | N/A            | N/A               |
| Harden Lot*    | Lot        | Ungated | N/A              | N/A                | \$ 10.00      | \$ 2.00        | \$ 1.00           |
| <b>Average</b> |            |         | N/A              | \$ 22.50           | \$ 10.00      | \$ 2.00        | \$ 1.00           |

\*Note: Harden Lot Thursday-Saturday \$7.00 flat-fee after 4:00pm

## Recommended Off-Street Rates: Five Points District

| Name           | Type       | Process | Monthly Reserved | Monthly Unreserved | Daily Maximum | Daily 1st Hour | Daily Add'l Hours |
|----------------|------------|---------|------------------|--------------------|---------------|----------------|-------------------|
| 2221 Devine    | Deck & Lot | Ungated | TBD              | TBD                | N/A           | N/A            | N/A               |
| 800 Pavilion   | Lot        | Ungated | N/A              | \$ 35.00           | N/A           | N/A            | N/A               |
| 2126 Devine St | Lot        | Ungated | N/A              | \$ 35.00           | N/A           | N/A            | N/A               |
| Harden Lot*    | Lot        | Ungated | N/A              | N/A                | \$ 22.00      | \$ 2.00        | \$ 2.00           |
| <b>Average</b> |            |         | N/A              | \$ 35.00           | \$ 22.00      | \$ 2.00        | \$ 2.00           |

\*Note: Harden Lot Thursday-Saturday \$10.00 flat-fee after 7:00pm recommended



# VISTA DISTRICT

## Current Off-Street Rates: Vista District

| Name              | Type | Process | Monthly Reserved | Monthly Unreserved | Daily Maximum | Daily 1st Hour | Daily Add'l Hours |
|-------------------|------|---------|------------------|--------------------|---------------|----------------|-------------------|
| Park Street       | Deck | Gated   | \$ 80.00         | \$ 65.00           | \$ 10.00      | \$ 2.00        | \$ 1.00           |
| Lincoln Street    | Deck | Gated   | \$ 80.00         | \$ 65.00           | \$ 10.00      | \$ 2.00        | \$ 1.00           |
| Convention Center | Lot  | Ungated | N/A              | N/A                | N/A           | N/A            | N/A               |
| 1429 Park Street  | Lot  | Ungated | N/A              | \$ 65.00           | N/A           | N/A            | N/A               |
| <b>Average</b>    |      |         | \$ 80.00         | \$ 65.00           | \$ 10.00      | \$ 2.00        | \$ 1.00           |

## Recommended Off-Street Rates: Vista District

| Name              | Type | Process | Monthly Reserved | Monthly Unreserved | Daily Maximum | Daily 1st Hour | Daily 2nd Hour | Daily Add'l Hours |
|-------------------|------|---------|------------------|--------------------|---------------|----------------|----------------|-------------------|
| Park Street       | Deck | Gated   | \$ 125.00        | \$ 78.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| Lincoln Street    | Deck | Gated   | \$ 125.00        | \$ 78.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| Convention Center | Lot  | Ungated | N/A              | N/A                | N/A           | N/A            | N/A            | N/A               |
| 1429 Park Street  | Lot  | Ungated | N/A              | \$ 80.00           | N/A           | N/A            | N/A            | N/A               |
| <b>Average</b>    |      |         | \$ 125.00        | \$ 78.67           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |

# BULL STREET DISTRICT

## Current Off-Street Rates: Bull Street District

| Name         | Type | Process        | Monthly Reserved | Monthly Unreserved | Daily Maximum | First Two Hours | Daily Add'l Hours |
|--------------|------|----------------|------------------|--------------------|---------------|-----------------|-------------------|
| Freed Street | Deck | Ungated        | \$ 80.00         | \$ 65.00           | \$ 10.00      |                 | \$ 1.00           |
| Sabal Street | Deck | Ungated        | \$ 80.00         | \$ 65.00           | \$ 10.00      |                 | \$ 1.00           |
| PF - 2       | Deck | Ungated        | N/A              | N/A                | N/A           | N/A             | N/A               |
|              |      | <b>Average</b> | \$ 80.00         | \$ 43.33           | \$ 10.00      | \$ -            | \$ 1.00           |

## Recommended Off-Street Rates: Bull Street District

| Name         | Type | Process        | Monthly Reserved | Monthly Unreserved | Daily Maximum | Daily 1st Hour | Daily 2nd Hour | Daily Add'l Hours |
|--------------|------|----------------|------------------|--------------------|---------------|----------------|----------------|-------------------|
| Freed Street | Deck | Ungated        | \$ 125.00        | \$ 85.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| Sabal Street | Deck | Ungated        | \$ 125.00        | \$ 85.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
| PF - 2       | Deck | Ungated        | \$ 125.00        | \$ 85.00           | \$ 15.00      | \$ -           | \$ 3.00        | \$ 1.00           |
|              |      | <b>Average</b> | \$ 187.50        | \$ 85.00           | \$ 22.50      | \$ -           | \$ 4.50        | \$ 1.50           |



# PARKING ENFORCEMENT

| District    | Current Enforcement Hours             | Recommended Enforcement Hours        | Recommended Change in Enforcement Hours |
|-------------|---------------------------------------|--------------------------------------|-----------------------------------------|
| Downtown    | 9:00AM – 6:00PM<br>Monday – Friday    | 8:00AM – 7:00PM<br>Monday - Saturday | + 2 Hours/day                           |
| Five Points | 11:00AM – 6:00PM<br>Monday – Saturday | 8:00AM – 7:00PM<br>Monday – Saturday | + 4 Hours/day                           |
| USC/Catawba | 9:00AM – 6:00PM<br>Monday - Friday    | 8:00AM – 7:00PM<br>Monday - Saturday | + 2 Hours/day                           |
| Vista       | 9:00AM – 6:00PM<br>Monday - Friday    | 8:00AM – 7:00PM<br>Monday - Saturday | + 2 Hours/day                           |
| Bull Street | In Transition                         | 8:00AM – 7:00PM<br>Monday – Saturday | + 11 Hours/Day                          |

# PARKING ENFORCEMENT

| Fines & Fees                            | Current      | Recommended  |                 |                 |                 |                    |
|-----------------------------------------|--------------|--------------|-----------------|-----------------|-----------------|--------------------|
| Citation Type                           | Initial Fine | Initial Fine | 30-Day Late Fee | 60-Day Late Fee | 90-Day Late Fee | Total Fine 90-Days |
| Handicapped Parking                     | \$500        | <b>\$500</b> | \$0             | \$0             | \$0             | \$500              |
| Fire Lane                               | \$20         | <b>\$200</b> | \$25            | \$25            | \$0             | \$250              |
| Parking Overtime                        | \$8          | <b>\$25</b>  | \$25            | \$25            | \$0             | \$70               |
| Parking Wrong Side of Street            | \$15         | <b>\$25</b>  | \$25            | \$25            | \$0             | \$75               |
| Parking Improperly                      | \$7          | <b>\$25</b>  | \$25            | \$25            | \$0             | \$75               |
| Parking in "No Parking" Area            | \$20         | <b>\$50</b>  | \$25            | \$25            | \$0             | \$100              |
| Parking in Bus/Taxi Zone                | \$20         | <b>\$50</b>  | \$25            | \$25            | \$0             | \$100              |
| Double Parking                          | \$20         | <b>\$50</b>  | \$25            | \$25            | \$0             | \$100              |
| Blocking Driveway                       | \$20         | <b>\$75</b>  | \$25            | \$25            | \$0             | \$125              |
| Meter Ord. ( Meter #)                   | \$8          | <b>\$20</b>  | \$25            | \$25            | \$0             | \$75               |
| Blocking Sidewalk                       | \$20         | <b>\$50</b>  | \$25            | \$25            | \$0             | \$100              |
| Loading Zone                            | \$15         | <b>\$75</b>  | \$25            | \$25            | \$0             | \$125              |
| Reserved Parking Only                   | \$20         | <b>\$75</b>  | \$25            | \$25            | \$0             | \$125              |
| Re-Feeding Meter                        | \$12         | <b>\$25</b>  | \$25            | \$25            | \$0             | \$75               |
| Tree Zone                               | \$20         | <b>\$25</b>  | \$25            | \$25            | \$0             | \$75               |
| Keys in Unattended Vehicle              | \$25         | <b>\$50</b>  | \$25            | \$25            | \$0             | \$100              |
| 2 <sup>nd</sup> Violation ( Same Space) | \$12         | <b>\$25</b>  | \$25            | \$25            | \$0             | \$75               |
| 3 <sup>rd</sup> Violation ( Same Space) | \$17         | <b>\$25</b>  | \$25            | \$25            | \$0             | \$75               |
|                                         |              |              |                 |                 |                 |                    |
| Citation Average                        | \$42         | <b>\$68</b>  |                 |                 |                 |                    |

# PARKING PERMITS AND SPECIAL FEES

| Additional Permits & Fees                 | Current Fee  | Comments                             | Recommended                                                                  |
|-------------------------------------------|--------------|--------------------------------------|------------------------------------------------------------------------------|
| <b>Loading Zone Permits</b>               | \$5/year     | \$2/permit for additional permits    | \$100/year (1 <sup>st</sup> 10 permits) \$50/year for each additional permit |
| <b>Valet Permits</b>                      | \$30/year    | Space rent due in addition to permit | \$100/year                                                                   |
| <b>Bagged Meter Fee</b>                   | \$10/day     | \$50/week; \$100/month               | \$25/day; \$100/week; \$400/month                                            |
| <b>Downtown Resident Permit</b>           | \$40/year    | Downtown Area                        | \$50/year                                                                    |
| <b>In/Out Monthly Parking (On-Street)</b> | \$35/month   | Select Blocks                        | \$50/month                                                                   |
| <b>Resident Permit (Owner)</b>            | \$5/vehicle  | Valid for 24-months                  | \$120/vehicle/24-months                                                      |
| <b>Resident Permit (Tenant)</b>           | \$10/vehicle | Valid based on the Lease Term        | \$5/vehicle/ <u>per month</u>                                                |
| <b>Visitor Permits (Owner)</b>            | \$1/vehicle  | Valid for 24-months                  | \$48/vehicle/24-months                                                       |
| <b>Visitor Permits (Tenant)</b>           | \$5/vehicle  | Valid based on the Lease Term        | \$4/vehicle/ <u>per month</u>                                                |
| <b>Hospitality Roof Rate (all decks)</b>  | \$35/month   |                                      | No Change Recommended                                                        |

# PUBLIC HEARING

We welcome your comments and feedback.

**Hammond, Erika**

**From:** Marcus Munse <marcus@hoteltrundle.com>  
**Sent:** Tuesday, October 15, 2024 3:38 PM  
**To:** City Clerk  
**Subject:** [EXTERNAL] City Parking Public Hearing Comments

**CAUTION:** This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

You don't often get email from marcus@hoteltrundle.com. [Learn why this is important](#)

I was able to come to the open house today and speak with the parking team. Elle recommended that I send comments/ideas in for the hearing. As you can imagine, an over 50% increase to the cost of monthly parking permits is a big hit. Ours is proposed to go from \$85 to \$130. It sounded like there are a number of plans to increase parking revenues, from adding Saturdays, adding billable parking hours, and increased metered parking. Increasing transient parking costs would be a minimal dollar amount for parkers, but at a larger scale. The increase would also be accepted from out of town parkers with no question.

I am in full support of the city upgrading our parking facilities and understand that this takes a lot of money, and for new monthly permits this new rate would simply be what people would have to pay. However, when I have been paying a similar rate for 6.5 years (with one minimal increase halfway through) and now getting a substantial increase it will most certainly impact our bottom line. I would propose a gradual rate increase for those permit holders that have history. Perhaps we will gradually get to the new rates once all of the improvements have been completed by the city, which is in 2-3 years.

Respectfully,



**Marcus Munse**  
 Owner, Chief Operating Officer

☎ 803.722.5000 📠 803.707.0697 🖱 [hoteltrundle.com](https://hoteltrundle.com)  
 📍 1224 Taylor Street, Columbia, SC 29201

LIVE JOYFULLY. DREAM FEARLESSLY.





**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** **ZONING MAP AMENDMENT for 3201 Two Notch Road and a portion of 3215 Two Notch Road, TMS# 11614-06-21 and 11614-06-18 (p/o)**

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?: No**

**PURPOSE:**

Ordinance No.: 2024-086 - Amending the Official Zoning Map to modify the zoning for 3201 and a portion of 3215 Two Notch Road, Richland County TMS# 11614-06-21 and TMS# 11614-06-18(p/o)

Council District: 2

Proposal: Request recommendation to rezone the property from Community Activity Center/Corridor District (CAC) to General Commercial District (GC).

Applicant: Stephen Nuttall

Staff Recommendation: Denial

PC Recommendation: 10/10/2024; Approval (4-2)

**ATTACHMENTS:**

- **#a:** ZMA-2024-0011\_3201 Two Notch\_ZPH Packet (PDF)
- **#b:** 2024-086 - Zoning Map Amendment for 3201 Two Notch Rd (PDF)





## CITY COUNCIL

November 19, 2024 at 4:00 P.M.

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

### ZONING MAP AMENDMENT CASE SUMMARY

3201 Two Notch Road and a portion of 3215 Two Notch Road, TMS# 11614-06-21 and 11614-06-18 (p/o)

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|                       |                                                                                                                                           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:     | 2                                                                                                                                         |
| Proposal:             | Request recommendation to rezone the property from Community Activity Center/Corridor District (CAC) to General Commercial District (GC). |
| Applicant:            | Stephen Nuttall                                                                                                                           |
| Staff Recommendation: | Denial                                                                                                                                    |
| PC Recommendation:    | 10/10/2024; Approval (4-2)                                                                                                                |

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

---

**Acreage:** 2.1 acres

**Current Use:** Vacant building

**Proposed Use:** Car Dealership

**Future Land Use Classification:** Urban Core Community Activity Center (UCAC-2)

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

**Proposed Zoning:** General Commercial District (GC)

### PLANS, POLICIES, AND LAND USE

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#### Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map

*Refer to the attached land use classification description.*

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

## ZONING

---

The subject property is currently zoned Community Activity Center/Corridor District (CAC). The abutting properties within the City of Columbia are zoned Community Activity Center/Corridor District (CAC) to the east and west, Mixed-Use District (MU-2) to the northwest, Residential Single Family – Medium Lot District (RSF-2) to the north, and Neighborhood Center/Corridor (NAC) across Two Notch Road.

The proposed City of Columbia Zoning is General Commercial District (GC).

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

## STAFF RECOMMENDATION

---

Staff has determined that the proposed zoning does not align with the future land use classifications outlined in the Columbia Compass comprehensive plan. The existing CAC zoning is designed to promote mixed-use and commercial development that serves the surrounding neighborhoods. In contrast, the proposed zoning represents a significantly more intense commercial district and is situated adjacent to residential parcels, which is typically not supported by our planning framework. Staff recommends denial of the rezoning request.





Subject Property and Portion



# Future Land Use

3201-3215 Two Notch Road, TMS# 11614-06-21 and 11614-06-18 (po  
Future Land Use: Urban Core Community Activity Center (UCAC-2)

25.a

## Legend

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

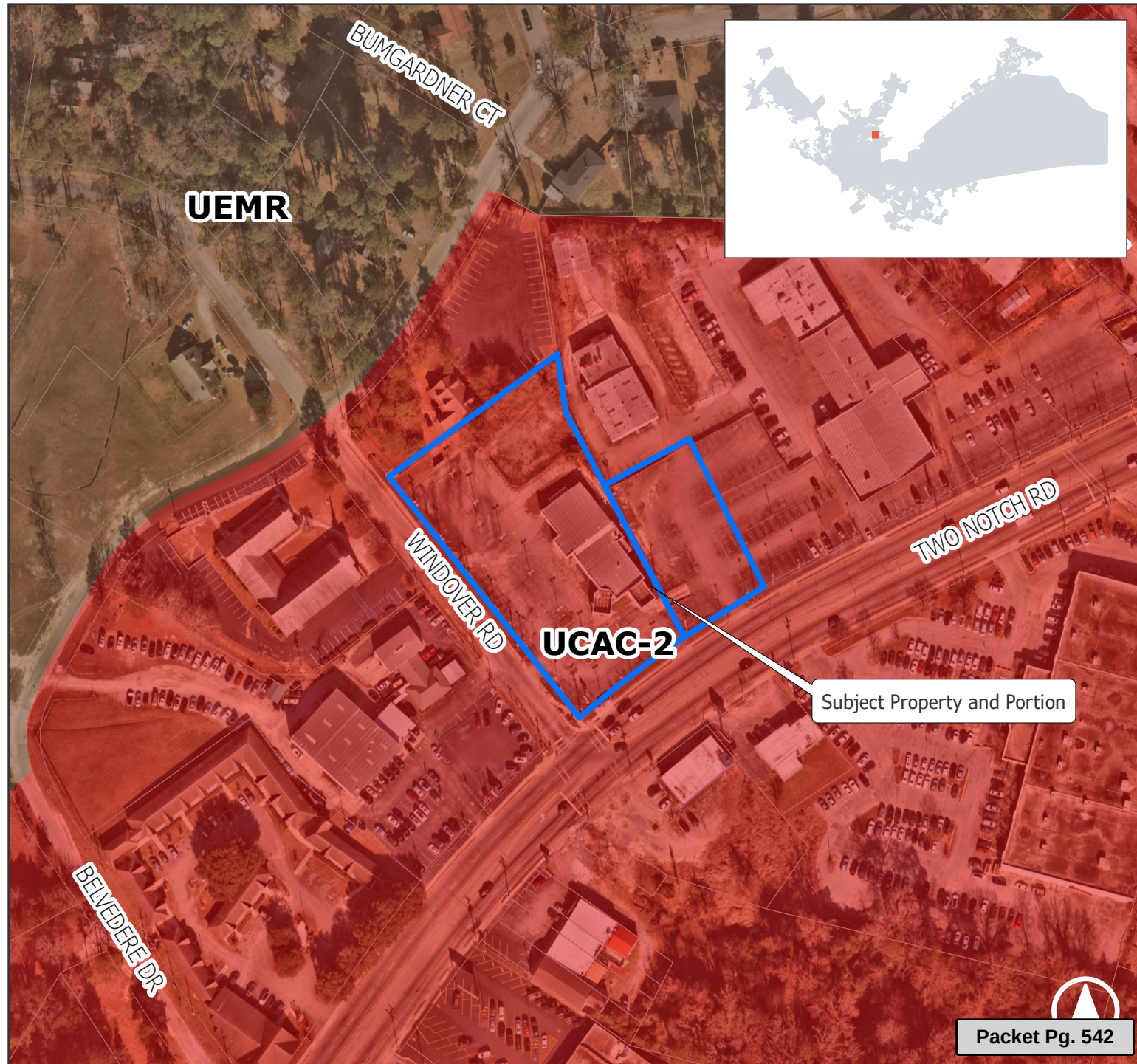
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Planning & Development  
Services Department

Created by: swudson Date: 10/3/2024

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Packet Pg. 542



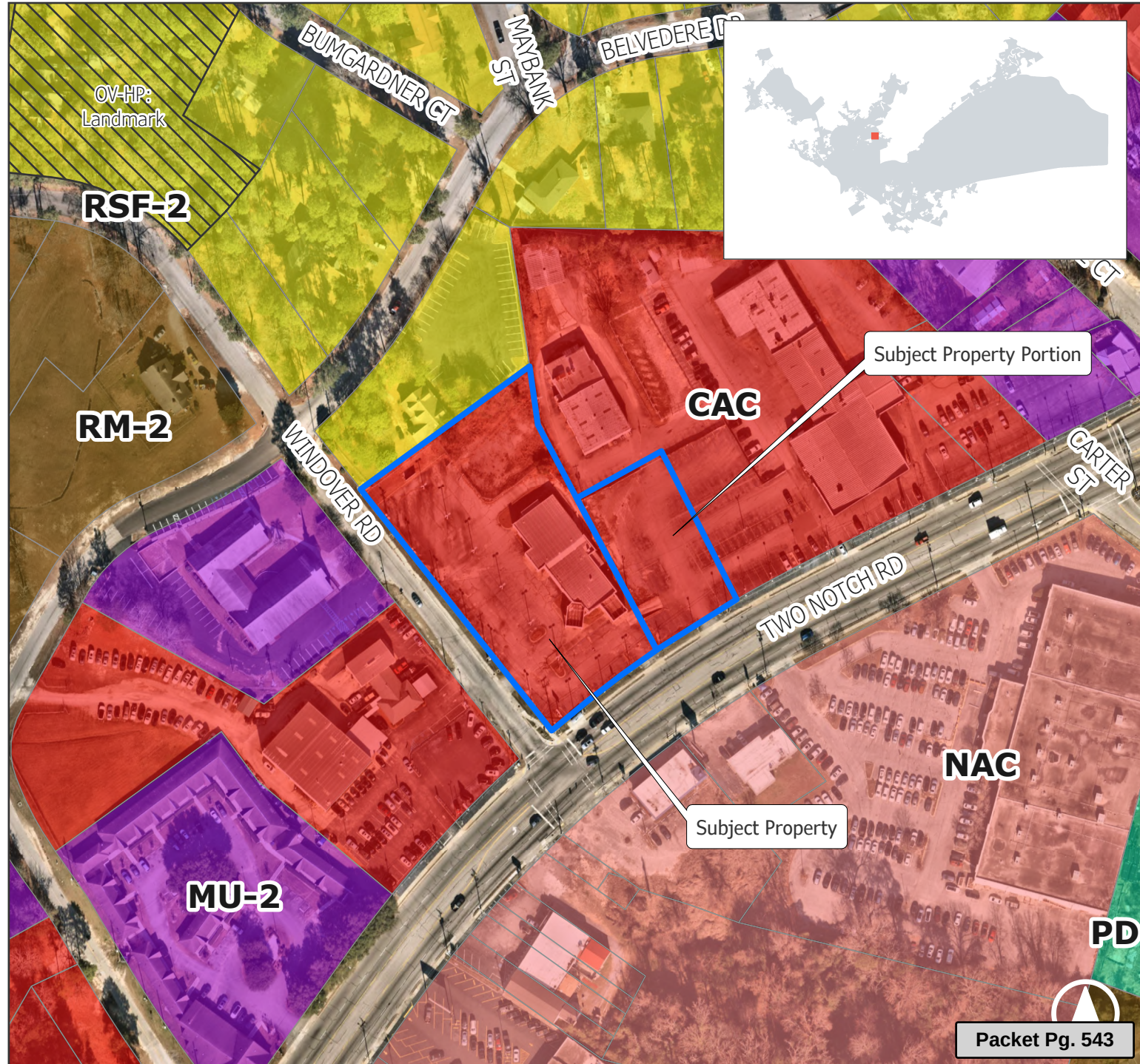
# Zoning

3201-3215 Two Notch Road, TMS# 11614-06-21 and 11614-06-18 (portion of)  
 Current Zoning: Community Activity Center District (CAC)  
 Proposed Zoning: General Commercial District (GC)

25.a

## Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- MU-2: Mixed-Use
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- PD: Planned Development
- OV-HP: Individual Landmark
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development  
 Services Department

Created by: sw Hudson Date: 10/3/2024

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Packet Pg. 543

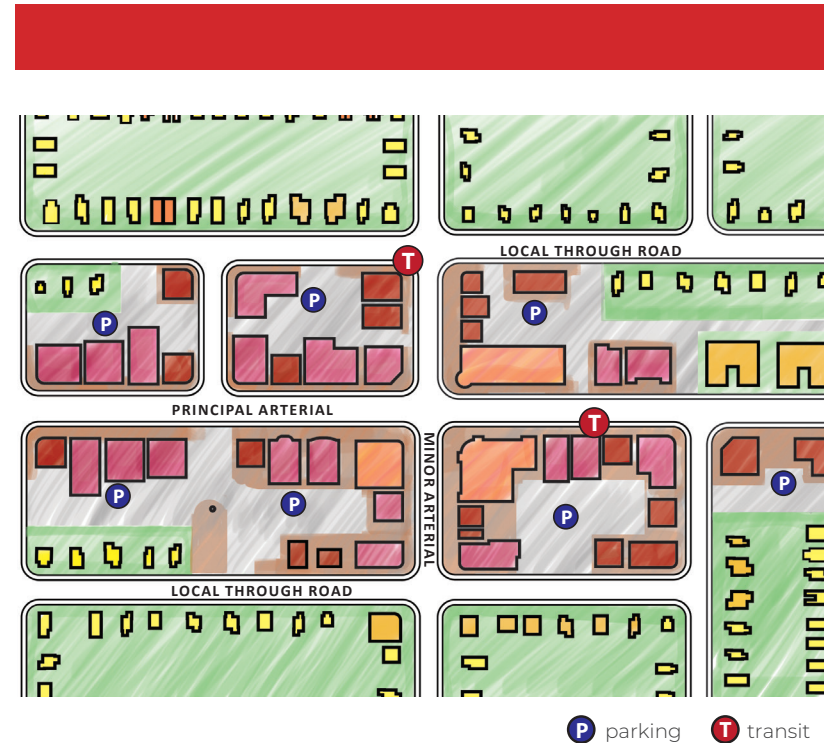
# Future Land Use Classification



## Development Types

### URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



### UCAC-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

### UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to 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.
- 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, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- 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 but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

# 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          |
| <b>1</b> Lot Width, min. (ft.)         | 75                         | 50             |
| Lot Coverage, max. (% of site area)    | N/A                        |                |
| Density, max. (du/acre)                | N/A                        |                |
| <b>2</b> Front Yard Setback, (ft.)     | Min.                       | 5 [1]          |
|                                        | Max.                       | 15 [1]         |
| <b>3</b> Side Yard Setback, min. (ft.) | 0 to 5                     |                |
| <b>4</b> Rear Yard Setback, min. (ft.) | 20                         |                |
| <b>5</b> 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. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                                          |                                                  |                                    |
|----------------------------------------------------------|--------------------------------------------------|------------------------------------|
| Dwelling, live-work <sup>1</sup>                         | Broadcasting studio                              | Public safety facility             |
| Dwelling, mixed-use                                      | Newspaper or periodical publishing establishment | Social services facility           |
| Dwelling, multifamily                                    | Community recreation center                      | College or university              |
| Continuing care retirement community (CCRC) <sup>1</sup> | Cultural facility                                | Elementary, middle, or high school |
| Dormitory, public                                        | Day care facility <sup>1</sup>                   | School, business or trade          |
| Fraternity or sorority house <sup>2</sup>                | Government office                                | Hospital                           |
| Residential care facility <sup>2</sup>                   | Library                                          | Laboratory, medical or dental      |
| Rooming house or boardinghouse <sup>2</sup>              | Membership organization facility                 | Medical or dental clinic/office    |
|                                                          | Place of worship <sup>1</sup>                    | Nursing care facility              |
|                                                          |                                                  | Arboretum or botanical garden      |

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**

|                                                        |                                                      |
|--------------------------------------------------------|------------------------------------------------------|
| Cemetery                                               | Performing arts center                               |
| Park or greenway <sup>1</sup>                          | Recreation facility, indoor, not elsewhere listed    |
| Park and ride                                          | Recreation facility, outdoor, not elsewhere listed   |
| Parking lot <sup>1</sup>                               | Consumer goods store                                 |
| Parking structure <sup>1</sup>                         | Convenience store <sup>2</sup>                       |
| Passenger terminal, surface transportation             | Farmers' market                                      |
| Utility facility, major <sup>2</sup>                   | Grocery store or food market                         |
| Utility facility, minor                                | Liquor store <sup>2</sup>                            |
| Kennel <sup>1</sup>                                    | Pawn shop <sup>2</sup>                               |
| Veterinary hospital or clinic <sup>1</sup>             | Gasoline sales and service station <sup>1</sup>      |
| Self-service storage <sup>1</sup>                      | Personal vehicle repair and maintenance <sup>1</sup> |
| Eating establishment only <sup>1</sup>                 | Vehicle equipment supplies sales and rentals         |
| Eating and drinking establishment, Type 1 <sup>1</sup> | Hotel or motel                                       |
| Eating and drinking establishment, Type 2 <sup>2</sup> | Community garden <sup>1</sup>                        |
| Funeral home or mortuary                               | Manufacturing, assembly, or fabrication, light       |
| Business/Professional office                           |                                                      |
| Contractor's office                                    |                                                      |
| Bank, retail                                           |                                                      |
| Beauty salon or barbershop                             |                                                      |
| Body piercing or tattoo establishment <sup>1</sup>     |                                                      |
| Dry cleaning pick-up <sup>1</sup>                      |                                                      |
| Laundry, coin-operated                                 |                                                      |
| Nail salon                                             |                                                      |
| Repair of personal goods                               |                                                      |
| Car wash                                               |                                                      |
| Banquet hall                                           |                                                      |

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

# Proposed Zoning District





## GC: General Commercial District

### Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

### Intensity and Dimensional Standards

#### (1) Intensity and Dimensional Standards

| Standard                            | All Uses |
|-------------------------------------|----------|
| Lot Area, min. (sf.)                | N/A      |
| Lot Width, min. (ft.)               | N/A      |
| Lot Coverage, max. (% of site area) | N/A      |
| Density, max. (du/acre)             | N/A      |
| Front Yard Setback, min. (ft.)      | 20       |
| Side Yard Setback, min. (ft.)       | N/A      |
| Rear Yard Setback, min. (ft.)       | 10       |
| Building Height, max. (ft.)         | 75       |

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

### Use Standards

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

#### PRINCIPAL USES PERMITTED

|                                                          |                                          |                                    |
|----------------------------------------------------------|------------------------------------------|------------------------------------|
| Dwelling, mixed-use <sup>2</sup>                         | Community recreation center <sup>2</sup> | Elementary, middle, or high school |
| Dwelling, multifamily <sup>2</sup>                       | Cultural facility                        | School, business or trade          |
| Dwelling, single-family detached <sup>2</sup>            | Day care facility <sup>1</sup>           | Hospital                           |
| Dwelling, two-family <sup>2</sup>                        | Government office                        | Laboratory, medical or dental      |
| Continuing care retirement community (CCRC) <sup>1</sup> | Library                                  | Medical or dental clinic/office    |
| Residential care facility <sup>2</sup>                   | Membership organization facility         | Nursing care facility              |
| Broadcasting studio                                      | Place of worship <sup>1</sup>            | Arboretum or botanical garden      |
| Newspaper or periodical publishing establishment         | Public safety facility                   | Cemetery                           |
|                                                          | Social services facility                 | Park or greenway <sup>1</sup>      |
|                                                          | College or university                    | Park and ride                      |

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

**GC: GENERAL COMMERCIAL**

|                                                        |                                                         |                                                    |
|--------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------|
| Parking lot <sup>1</sup>                               | Non-depository personal credit institution <sup>1</sup> | Community garden <sup>2</sup>                      |
| Parking structure <sup>2</sup>                         | Repair of personal goods                                | Crop production and processing                     |
| Passenger terminal, surface transportation             | Car wash                                                | Warehouse distribution and storage <sup>2</sup>    |
| Utility facility, major <sup>2</sup>                   | Amusement park                                          | Wholesale sales, not elsewhere listed <sup>2</sup> |
| Utility facility, minor                                | Arena, stadium, or outdoor theater                      | Manufacturing, assembly, or fabrication, light     |
| Animal shelter <sup>2</sup>                            | Banquet hall                                            |                                                    |
| Kennel <sup>1</sup>                                    | Performing arts center                                  |                                                    |
| Veterinary hospital or clinic <sup>1</sup>             | Recreation facility, indoor, not elsewhere listed       |                                                    |
| Equipment rental                                       | Recreation facility, outdoor, not elsewhere listed      |                                                    |
| Laboratory, testing or research                        | Building supplies and equipment store <sup>2</sup>      |                                                    |
| Lawn, tree, or pest control services                   | Consumer goods store                                    |                                                    |
| Linen or uniform supply                                | Convenience store <sup>2</sup>                          |                                                    |
| Self-service storage <sup>1</sup>                      | Farmers' market                                         |                                                    |
| Eating establishment only <sup>1</sup>                 | Fuel sales (bulk) <sup>2</sup>                          |                                                    |
| Eating and drinking establishment, Type 1 <sup>1</sup> | Grocery store or food market <sup>1</sup>               |                                                    |
| Eating and drinking establishment, Type 2 <sup>2</sup> | Liquor store <sup>2</sup>                               |                                                    |
| Funeral home or mortuary                               | Pawn shop <sup>2</sup>                                  |                                                    |
| Business/Professional office                           | Commercial vehicle sales and rentals <sup>1</sup>       |                                                    |
| Contractor's office                                    | Gasoline sales and service station <sup>1</sup>         |                                                    |
| Bank, retail                                           | Personal vehicle repair and maintenance <sup>1</sup>    |                                                    |
| Beauty salon or barbershop                             | Personal vehicle sales and rentals <sup>1</sup>         |                                                    |
| Body piercing or tattoo establishment <sup>1</sup>     | Vehicle equipment supplies sales and rentals            |                                                    |
| Dry cleaning pick-up <sup>1</sup>                      | Bed and breakfast <sup>1</sup>                          |                                                    |
| Laundry, coin-operated                                 | Hotel or motel                                          |                                                    |
| Nail salon                                             |                                                         |                                                    |

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

**ORDINANCE NO.: 2024-086**

*Amending the Official Zoning Map to modify the zoning for 3201 and a portion of 3215 Two Notch Road, Richland County TMS #11614-06-21 and TMS #11614-06-18 (p/o)*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 3201 and a portion of 3215 Two Notch Road, Richland County TMS #11614-06-21 and TMS #11614-06-18 (p/o); 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 \_\_\_\_\_, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 3201 and p/o 3215 Two Notch Road, Richland County, Richland County TMS# 11614-06-21 and TMS# 11614-06-18 (p/o) as shown in Attachment A, is hereby rezoned from Community Activity Center/Corridor District (CAC) to General Commercial District (GC). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:





**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.73 acre Part of Lot A, 2.268 acre Part of Lot 11, and Lot 10 Skyland Terrace Subdivision (Elwyn Lane), TMS# 09004-02-03, 09004-02-04, and 09004-02-05**

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

Ordinance No.: 2024-091 - Annexing 0.73 acre Part of Lot A, 2.268 acre Part of Lot 11, and Lot 10 Skyland Terrace Subdivision (Elwyn Lane), Richland County TMS # 09004-02-03, 09004-02-04, and 09004-02-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 2

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW). The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) and Residential Transition (RT) by Richland County.

Applicant: Cottrell Holdings, LLC

Staff Recommendation: Approval

PC Recommendation: 10/10/2024; Approval (6-0)

**ATTACHMENTS:**

- **#a:** 2024-091 - Annex and Incorporate of properties off Elwyn Lane (PDF)

- #b: ANNEX-2024-0020-Elwyn\_ZPH\_packet(PDF)



**ORDINANCE NO.: 2024-091**

*Annexing 0.73 acre Part of Lot A, 2.268 acre Part of Lot 11, and Lot 10 Skyland Terrace Subdivision (Elwyn Lane), Richland County TMS # 09004-02-03, 09004-02-04, and 09004-02-05 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 \_\_\_\_\_, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 0.73 acre Part of Lot A, 2.268 acre Part of Lot 11, and Lot 10 Skyland Terrace Subdivision (Elwyn Lane), Richland County TMS # 09004-02-03, 09004-02-04, and 09004-02-05 containing 5.73 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 Mixed District (RM-2), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09004-02-03, 09004-02-04, and 09004-02-05

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 Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2024-091****EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.730 acres and being shown upon a plat prepared for Richard E. Bonnette and Adele G Bonnette by Carl W. Bostick, PLS No. 4786, dated March 2, 1998, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 2330 at Page 3477; having such boundaries and measurements as shown on said plat, reference to which is hereby craved for a more complete and accurate description.

ALSO: All those certain pieces, parcels or lots 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 5 acres, more or less, and shown and designated as block 02, lots 04 and 05 on Richland County Tax Map 09004. Said parcels having such boundaries and measurements as are shown on said tax map, all measurements being a little more or less.

LEGAL DEPARTMENT DRAFT



## CITY COUNCIL

November 19, 2024 at 4:00 P.M.

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

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

0.73 acre Part of Lot A, 2.268 acre Part of Lot 11, and Lot 10 Skyland Terrace  
Subdivision (Elwyn Lane), TMS# 09004-02-03, 09004-02-04, and 09004-02-05

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|                               |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:             | 2                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Proposal:                     | Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW). The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) and Residential Transition (RT) by Richland County. |
| Applicant:                    | Cottrell Holdings, LLC                                                                                                                                                                                                                                                                                                                                                                                                       |
| Staff Recommendation:         | Approval                                                                                                                                                                                                                                                                                                                                                                                                                     |
| PC Recommendation:            | 10/10/2024; Approval (6-0)                                                                                                                                                                                                                                                                                                                                                                                                   |
| ZPH, 1 <sup>st</sup> Reading: | 11/19/2024; Pending                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2 <sup>nd</sup> Reading:      | 12/03/2024; Pending                                                                                                                                                                                                                                                                                                                                                                                                          |

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### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

**Acreage:** 5.73 acres

**Current Use:** Undeveloped

**Proposed Use:** Residential

**Reason for Annexation:** Property Consolidation/City Ordinances

**Urban Service Area:** Donut Hole - Primary

**Current County Land Use Classification:** Mixed Residential (High Density)

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

**Current County Zoning:** Residential 2 (R2) and Residential Transition (RT)

**Proposed City Zoning:** Residential Mixed District (RM-2), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW)

**Census Tract:** 104.03

## DETERMINATION FOR CITY SERVICES

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The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

### Police

If this property remains undeveloped, there would not be a significant impact to calls for service, however if the property is developed, the estimated cost to serve the property would be **about \$200 per year**, based on calls to similar nearby residential areas within the City limits.

### Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### Solid Waste

If any residences are developed on this property, **the approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.**

### Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation.

### Water Customer Care

The property is currently vacant and any new development would generate new customers, who will pay water and sewer rates approximately 40% lower than out-of-city customers.

### Planning & Development Services

We recommend approval of the annexation of this property, which is designated as a Donut Hole - Primary within the Urban Service Area plan. The owner has stated that there are no current significant development plans for the property – he owns three adjacent parcels already within the City (to the north) and may someday build cabins/homes for his children. It should be noted that there is significant elevation change from Elwyn Ln down towards the Broad River to the east, and about half of these properties are in a Special Flood Hazard Area or a Floodway.

Based on the current taxable value of the properties, the estimated real estate tax revenue generated for the City would be **approximately \$940 per year** based on anticipated taxable value of this development, though this value would rise if developed, or drop significantly if an agricultural assessment is applied to the property.

\* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002278 for the 2024 tax year).

## PLANS, POLICIES, AND LAND USE



## Urban Service Area

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

### *Principles and Goals of the Urban Service Area*

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

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

### *Donut Holes - Primary*

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

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

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

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

## Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Mixed Residential (UEMR). The property is currently designated as Mixed Residential (High Density) by Richland County.

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

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

The subject property is located within the study area [The Broad River Road Corridor and Community Master Plan](#) adopted by Richland County in 2010. The property is also within the study area of the *Reaching Riverbanks Community Mobility Plan* facilitated by the Central Midlands Council of Governments in collaboration with the City of Columbia and Richland County; [the draft plan](#)



[document](#), a [map of mobility recommendations](#), and the [housing needs market overview](#) have been released to the public and will be considered for adoption by the City of Columbia in the near future.

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 Suburban Residential District to the property (page 32). The property is not located within the vicinity of a proposed catalyst project, though the southern portion of the property is identified as a potential opportunity for infill redevelopment (page 54).

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 located within an area designated for conservation. Per the plan draft, "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).

Relevant to the project area, 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). Specific to the community mobility plan map, these include recommendations for naturalized greenway connections surrounding the subject property which could provide community connectivity to Phase II of the Saluda Riverwalk (draft Plan pages 130-137 and map of mobility recommendations).

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## ZONING

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The property is currently zoned Residential 2 (R2) and Residential Transition (RT) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Mixed District (RM-2) to the north, west, and south (portions of the properties to the north and south are within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW), and zoned Institutional – Transportation / Utilities District (INS-TU) within the Floodway Overlay District (OV-FW) to the east. None of the adjacent parcels are within unincorporated Richland County.

The proposed City of Columbia Zoning is Residential Mixed District (RM-2), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW).

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

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## STAFF RECOMMENDATION

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Staff recommends annexation of the property and the assignment of the future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-2), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW) at the time of annexation.



HILLMARK DR

Subject Properties

ELWYN LN

WATERMARK PL

STONERIDGE DR

SKYLAND DR

SKYLAND CT





# Future Land Use

Elwyn Lane, TMS#s 09004-02-03, 09004-02-04, and 09004-02-05  
 Current Richland County Future Land Use: Mixed Residential (High Density)  
 Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

26.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

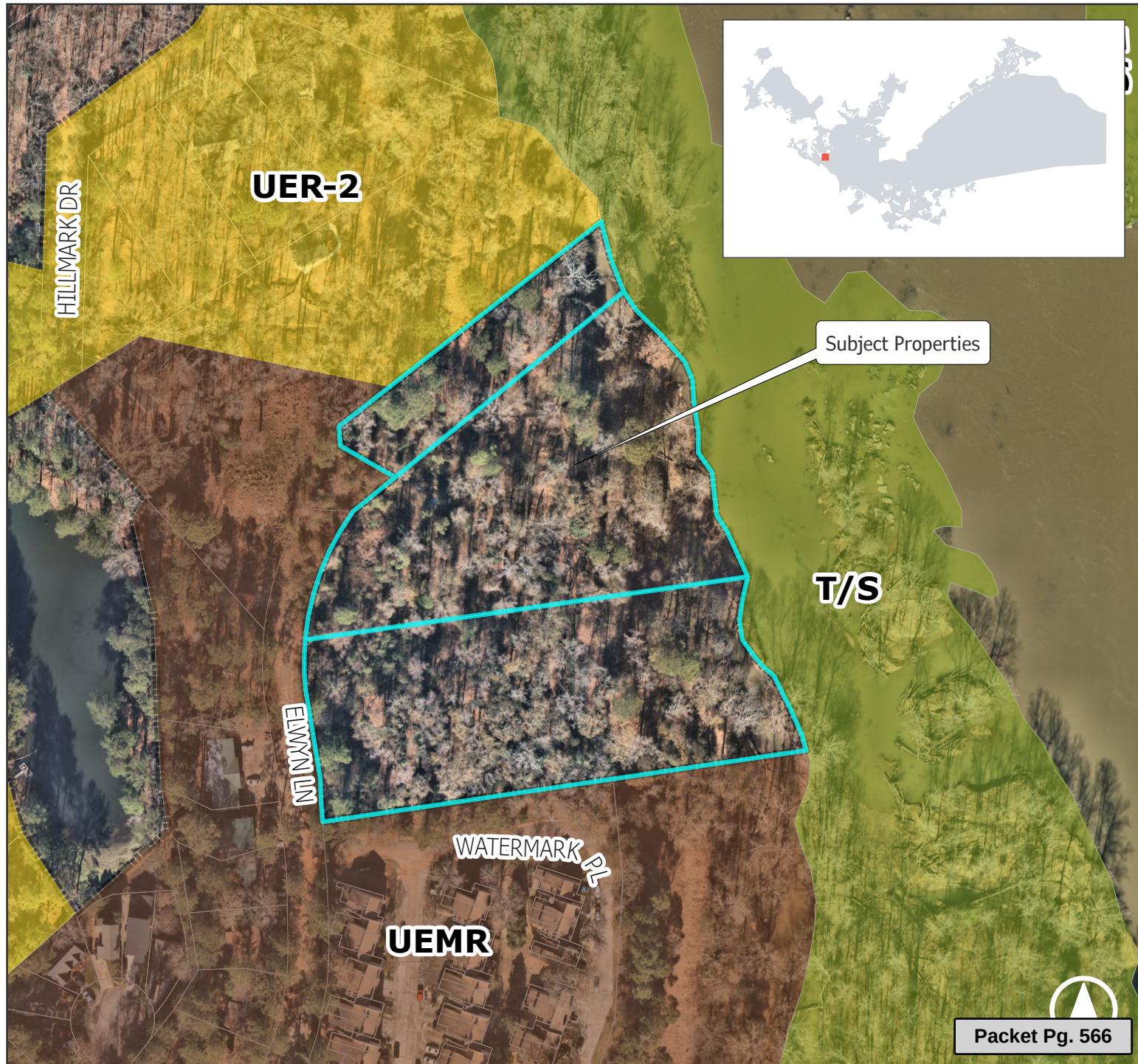
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Planning & Development  
 Services Department

Created by: swudson Date: 9/12/2024

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# Zoning

Elwyn Lane, TMS#s 09004-02-03, 09004-02-04, and 09004-02-05

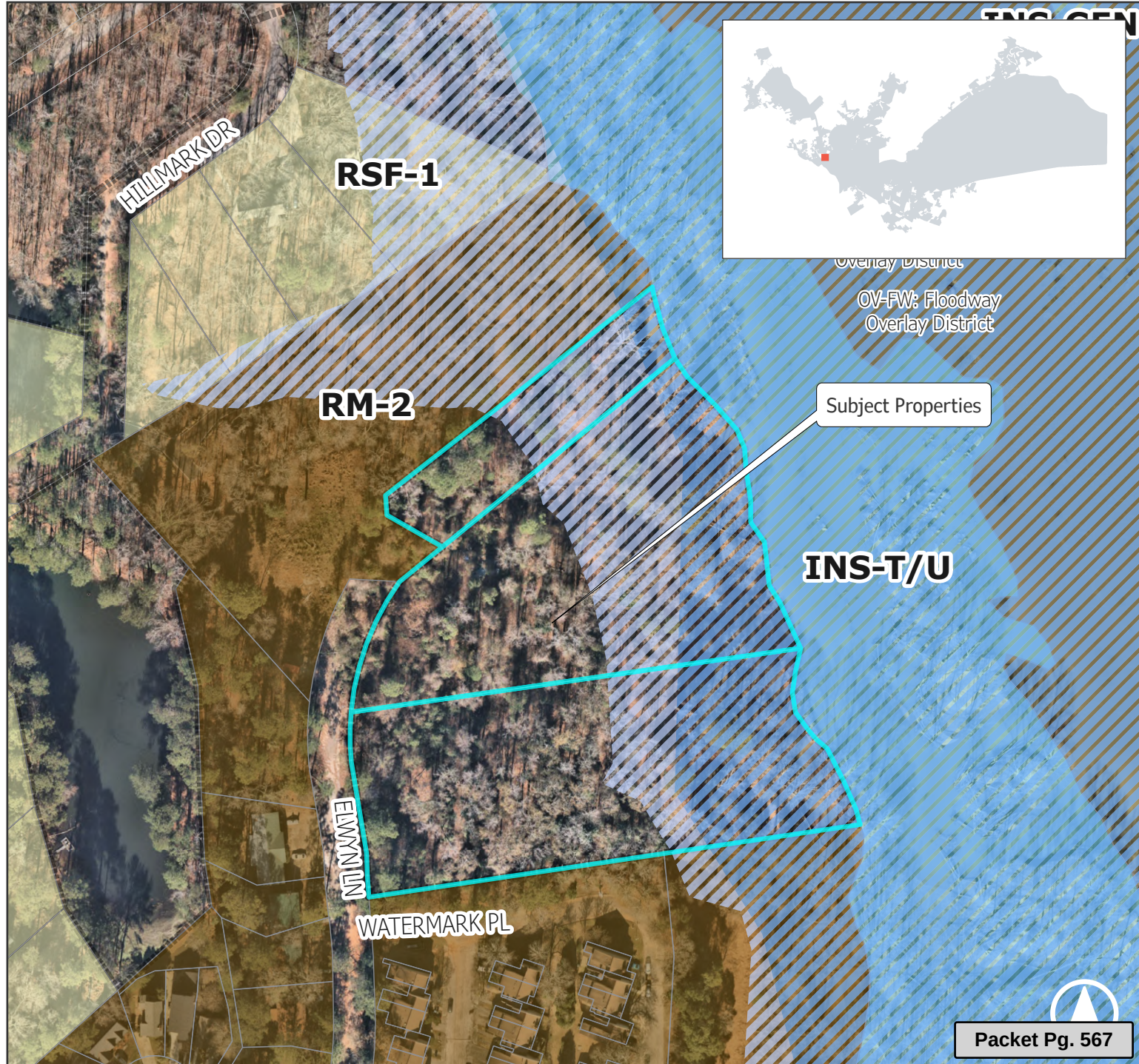
26.b

Current Richland County Zoning: R2 and RT

Proposed City Zoning: Residential Mixed District (RM-2), portions within OV-FP and OV-FW

## Legend

- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- INS-T/U: Institutional - Transportation/Utilities District
- INS-GEN: Institutional - General District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development  
Services Department

Created by: sw Hudson Date: 9/12/2024

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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 EDGE MIXED RESIDENTIAL (UEMR)

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



### UEMR BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached

#### SECONDARY TYPES

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

#### TERTIARY TYPES

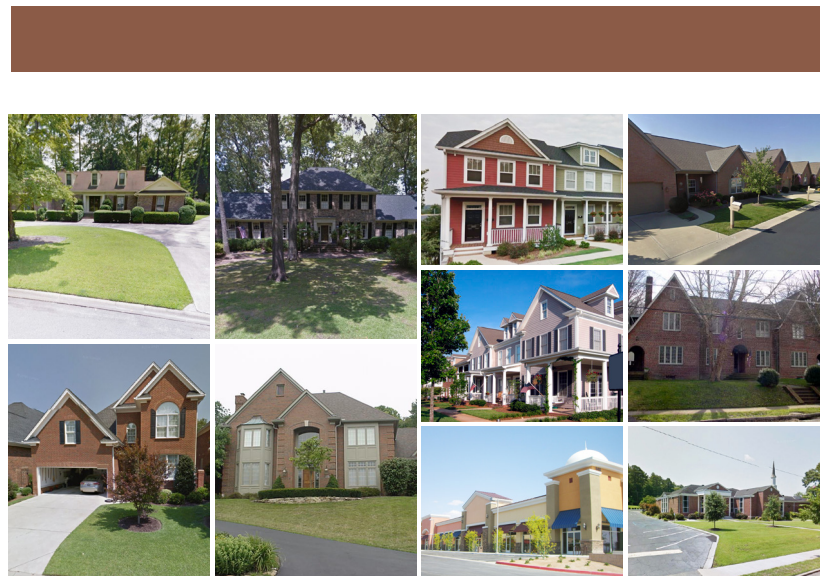
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

*See matrix for appropriate park/open space types.*

## Development Types

### UEMR DEVELOPMENT PATTERN/CONTEXT

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



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

# Proposed Zoning District



## RM-2: Residential Mixed District

### Purpose

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

### Intensity and Dimensional Standards

| Standard                            | Townhouse         | All Other Uses |
|-------------------------------------|-------------------|----------------|
| Lot Area, min. (sf.)                | 8,000[1]/1,500[2] | 3,000          |
| Lot Width, min. (ft.)               | 75[1]/18[2]       | 40             |
| Lot Depth, min. (ft.)               | 60                | 60             |
| Lot Coverage, max. (% of site area) | 50                | 50             |
| Density, max. (du/acre)             | N/A               | 17.2           |
| Front Yard Setback, min. (ft.)      | 15                | 15             |
| Side Yard Setback, min. (ft.)       | [3]               | 5              |
| Rear Yard Setback, min. (ft.)       | 10                | 10             |
| Building Height, max. (ft.)         | 50                | 50             |

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

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

### Use Standards

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

#### PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work<sup>1</sup>

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility<sup>2</sup>

Day care facility<sup>1</sup>

Library

Place of worship<sup>2</sup>

Public safety facility

Elementary, middle, or high school<sup>2</sup>

Arboretum or botanical garden<sup>2</sup>

Cemetery<sup>2</sup>

Park or greenway<sup>1</sup>

Utility facility, major<sup>2</sup>

Utility facility, minor

Dry cleaning pick-up<sup>1</sup>

Grocery store or food market<sup>2</sup>

Community garden<sup>1</sup>

Crop production and processing<sup>2</sup>

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:** November 19, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP  
AMENDMENT, AND ZONING MAP AMENDMENT for  
6709 David Street, TMS# 14305-17-06

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

Ordinance No.: 2024-090- Annexing 6709 David Street, Richland County TMS # 14305-17-06 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign of zoning of Residential Single Family Medium Lot (RSF-2). The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.

Applicant: Northminster United Presbyterian Church

Staff Recommendation: Approval

PC Recommendation: 10/10/2024; Approval (6-0)

**ATTACHMENTS:**

- **#a:** ANNEX-2024-0021\_David6709\_NorthminsterPresbyterian\_ZPH\_packet (PDF)
- **#b:** 2024-090 - Annex and Incorporate 6709 David Street (PDF)



## CITY COUNCIL

November 19, 2024 at 4:00 P.M.

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

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

6709 David Street, TMS# 14305-17-06

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|                               |                                                                                                                                                                                                                                                                                                               |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:             | 1                                                                                                                                                                                                                                                                                                             |
| Proposal:                     | Request to annex the property, assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign of zoning of Residential Single Family Medium Lot (RSF-2). The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County. |
| Applicant:                    | Northminster United Presbyterian Church                                                                                                                                                                                                                                                                       |
| Staff Recommendation:         | Approval                                                                                                                                                                                                                                                                                                      |
| PC Recommendation:            | 10/10/2024; Approval (6-0)                                                                                                                                                                                                                                                                                    |
| ZPH, 1 <sup>st</sup> Reading: | 11/19/2024; Pending                                                                                                                                                                                                                                                                                           |
| 2 <sup>nd</sup> Reading:      | 12/03/2024; Pending                                                                                                                                                                                                                                                                                           |

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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**Acreage:** 2.67 acres

**Current Use:** Institutional

**Proposed Use:** Institutional

**Reason for Annexation:** Common ownership with adjacent in-City parcel

**Urban Service Area:** Donut Hole - Primary

**Current County Land Use Classification:** Mixed Residential (High Density)

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

**Current County Zoning:** Residential 4 (R4)

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

**Census Tract:** 107.03

### DETERMINATION FOR CITY SERVICES

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The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

### **Police**

This annexation is not expected to significantly impact the number of calls for service, as the buildings are on an adjacent parcel already inside the City and served by the Columbia Police Department.

### **Fire**

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

The Solid Waste Division has no concerns with this annexation.

### **Engineering**

A water main is adjacent to this lot, however – while the church’s sanctuary and accessory buildings have sewer service, the sewer main does not continue all the way to this lot.

### **Water Customer Care**

The property is mostly vacant and the water and sewer bills are associated with the adjacent parcel, already within the City limits.

### **Planning & Development Services**

We recommend approval of the annexation of this property, which is within an area classified as Donut Hole - Primary within the Urban Service Area plan. Because the property is in use for a place of worship (mostly located on the adjacent parcel already inside the City), there is currently no taxable value on the property, and the City would not see additional real estate tax revenue from this annexation. However, as noted in the “Zoning” section below, the City has treated this parcel as if it were in the City since the early 1990s.

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## **PLANS, POLICIES, AND LAND USE**

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### **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 Edge Residential Small Lot (UER-1). The property is currently designated as Mixed Residential (High Density) by Richland County.

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

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

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

The subject property is located within the study area of *The Master Plan for the Villages of North Columbia*, more specifically within Cluster Four (Section 2, Page 49) and the proposed Gateway Village (Section 3, Page 85) set forth by the plan. The Gateway Village plan recommends a future land use for the subject property of Low Density Residential (Single-Family Detached Homes) (Section 3, Page 115).

The plan's recommendations for the Greenview and North Columbia Civic Club neighborhood include traffic calming measures along Alida Street/David Street to slow cut-through traffic, as well as better sidewalks along the corridors that are separated from the road edge to increase pedestrian safety. (Section 3, Page 126-127). The subject property is not identified as the location for a catalyst project by the plan (Section 4, Page 140).

The subject property is also located within the study area of the *Walkable 29203 Pedestrian Master Plan*, which was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (Page 117). The plan recommends sidewalk infill and traffic calming just west of the subject property along David Street, as well as east of the property along W. Campanella Drive (Page 95).

## ZONING

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The Northminster Presbyterian Church acquired this property around the time the surrounding neighborhood was annexed into the City in the early 1990s. The property was not identified on the annexation ordinance but was shown on the associated zoning exhibits – as a result, it has appeared on City zoning maps with a single-family zoning district until recently, when the error was discovered.

The property is currently zoned Residential 4 (R4) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Single Family – Medium Lot District (RSF-2) to the east and west, and Residential Single Family – Small Lot District (RSF-3) to the south. The adjacent parcel to the north, in unincorporated Richland County, is currently zoned Residential 4 (R4).

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

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

## STAFF RECOMMENDATION

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Staff recommends annexation of the property and the assignment of the future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Residential Single Family Medium Lot (RSF-2) at the time of annexation.





Subject Property





# Future Land Use

6709 David Street, TMS# 14305-17-06

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

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

27.a

## Legend

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

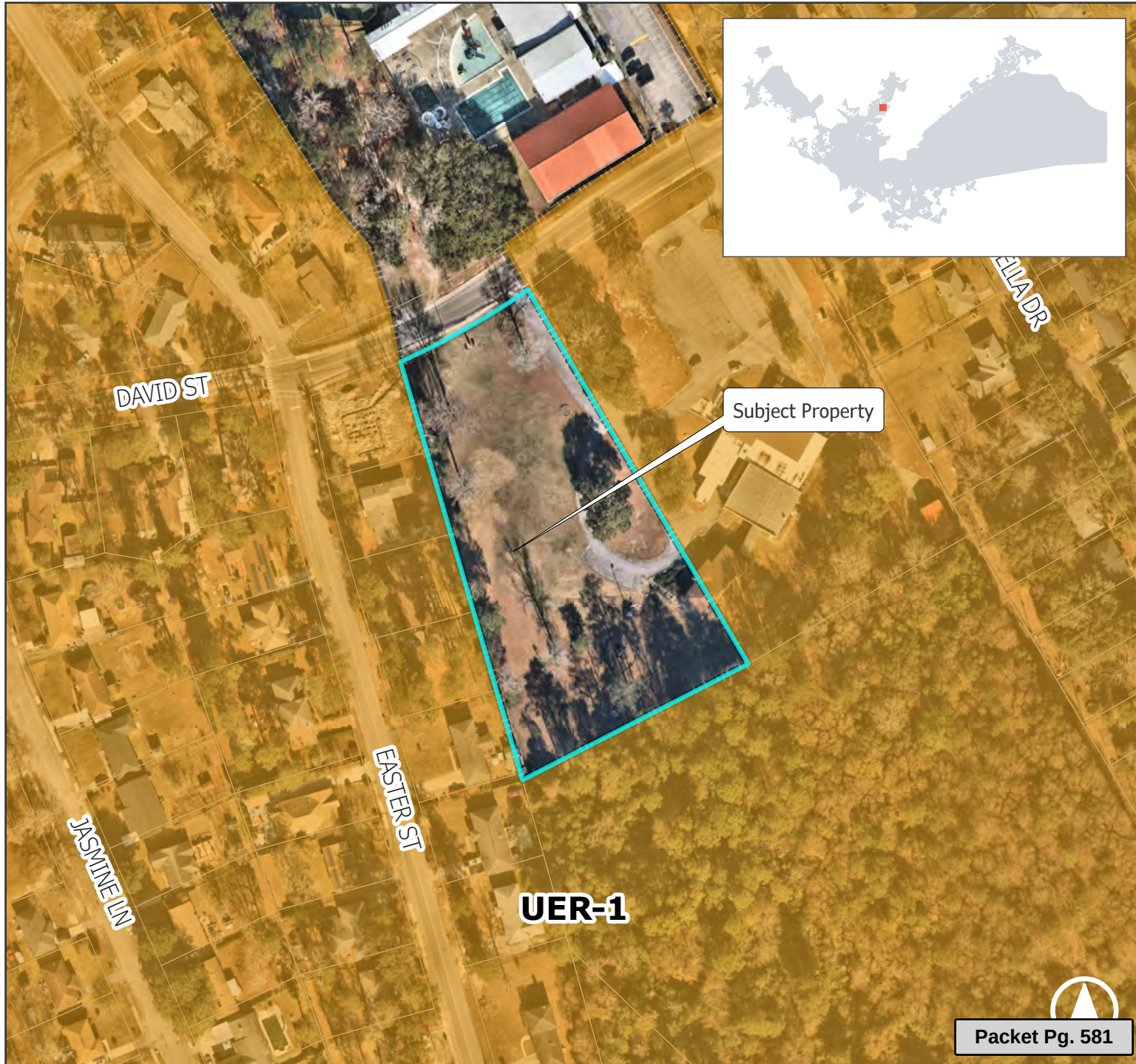
0 100 200 300 Feet



Planning & Development  
Services Department

Created by: swudson Date: 8/30/2024

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Packet Pg. 581



# Zoning

6709 David Street, TMS# 14305-17-06

Current Richland County Zoning: R4

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

27.a

## Legend

- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-1: Residential Mixed
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development  
Services Department

Created by: sw Hudson Date: 8/30/2024

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Packet Pg. 582

# Current Future Land Use Classification



## MIXED RESIDENTIAL

### Land Use and Character

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



### Desired Development Pattern

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



### Transportation

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

### Recommended Land Uses

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

### Policy Guidance

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

### Relevant Plans

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

### Priority Investment Areas

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

### Areas of Common Interest

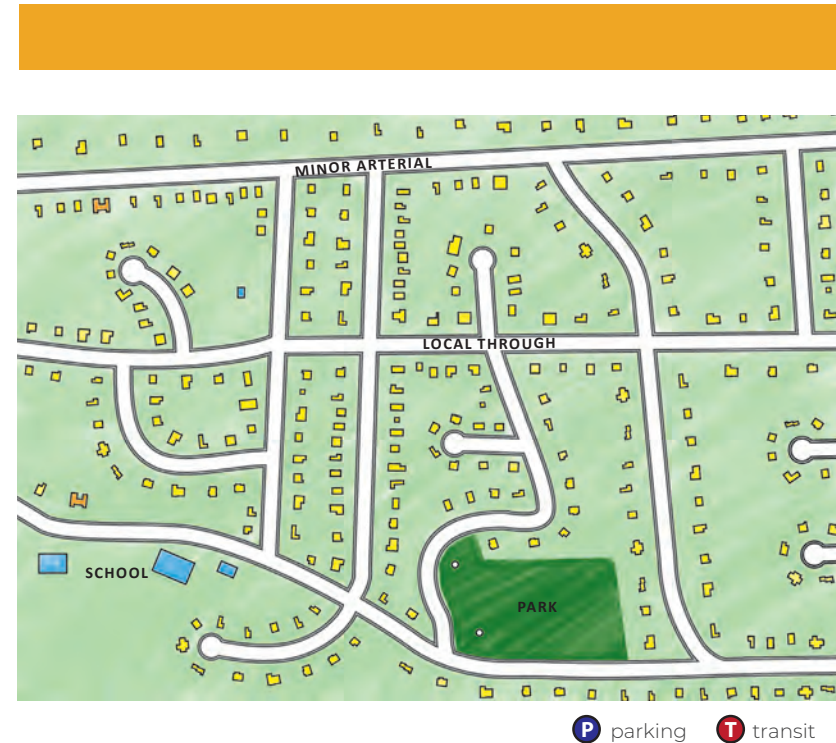
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

# Proposed Future Land Use Classification

## Development Types

### URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

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



### UER-1 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached

#### TERTIARY TYPES

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

*See matrix for appropriate park/open space types.*



## Development Types

### UER-1 DEVELOPMENT PATTERN/CONTEXT

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



# Proposed Zoning District



## RSF-2: Residential Single Family – Medium Lot District

### Purpose

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

### Intensity and Dimensional Standards

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

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

### Use Standards

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

#### PRINCIPAL USES PERMITTED

|                                                 |                                             |
|-------------------------------------------------|---------------------------------------------|
|                                                 | Arboretum or botanical garden <sup>2</sup>  |
| Cottage Neighborhood Development                | Cemetery <sup>2</sup>                       |
| Dwelling, single-family detached                | Park or greenway <sup>1</sup>               |
| Community recreation center                     | Utility facility, major <sup>2</sup>        |
| Cultural facility <sup>2</sup>                  | Utility facility, minor                     |
| Day care facility <sup>2</sup>                  | Community garden <sup>1</sup>               |
| Library                                         | Crop production and processing <sup>2</sup> |
| Place of worship <sup>2</sup>                   |                                             |
| Public safety facility                          |                                             |
| Elementary, middle, or high school <sup>2</sup> |                                             |

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

**ORDINANCE NO.: 2024-090**

*Annexing 6709 David Street, Richland County TMS # 14305-17-06 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 \_\_\_\_\_, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 6709 David Street, Richland County TMS # 14305-17-06 containing 2.67 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 107.03, and

assigned a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Residential Single Family Medium Lot (RSF-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 14305-17-06

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 Gentry

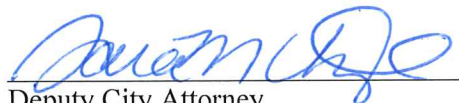
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2024-090**

**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 2.67 acres, more or less, and shown and designated as block 17, lot 06 on Richland County Tax Map 14305. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT





**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP  
AMENDMENT, AND ZONING MAP AMENDMENT for  
3516 and 3528 Broad River Road, TMS# 06110-03-  
07

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

Ordinance No.: 2024-092 - Annexing 3516 and 3528 Broad River Road, Richland County TMS # 06110-03-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Community Activity Center/Corridor District (CAC). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Hopelight, LLC

Staff Recommendation: Approval

PC Recommendation: 10/10/2024; Approval (6-0)

**ATTACHMENTS:**

- **#a:** ANNEX-2024-0022\_BroadRiver3528\_ZPH\_packet (PDF)
- **#b:** 2024-092 - Annex and Incorporate 3516 and 3528 Broad River Road (PDF)



## CITY COUNCIL

November 19, 2024 at 4:00 P.M.

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

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

3516 and 3528 Broad River Road, TMS# 06110-03-07

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|                               |                                                                                                                                                                                                                                                                                                   |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:             | 1                                                                                                                                                                                                                                                                                                 |
| Proposal:                     | Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Community Activity Center/Corridor District (CAC). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County. |
| Applicant:                    | Hopelight, LLC                                                                                                                                                                                                                                                                                    |
| Staff Recommendation:         | Approval                                                                                                                                                                                                                                                                                          |
| PC Recommendation:            | 10/10/2024; Approval (6-0)                                                                                                                                                                                                                                                                        |
| ZPH, 1 <sup>st</sup> Reading: | 11/19/2024; Pending                                                                                                                                                                                                                                                                               |
| 2 <sup>nd</sup> Reading:      | 12/03/2024; Pending                                                                                                                                                                                                                                                                               |

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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**Acreage:** 2.08 acres

**Current Use:** Vacant Commercial Lot

**Proposed Use:** Commercial

**Reason for Annexation:** Municipal Services

**Urban Service Area:** Secondary Area

**Current County Land Use Classification:** Mixed Use Corridor

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

**Current County Zoning:** General Commercial (GC)

**Proposed City Zoning:** Community Activity Center/Corridor District (CAC)

**Census Tract:** 104.14

### DETERMINATION FOR CITY SERVICES

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The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

### **Police**

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed strip commercial center would be **approximately \$7,500 per year**, based on calls to similar uses within the City limits.

### **Fire**

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

The Solid Waste Division provides does not typically provide service to this type of use.

### **Engineering**

Water is available to the property; however, the developer will be responsible for extending sewer service to the development.

### **Water Customer Care**

The property is currently vacant and any new development will create new customers, who will pay City stormwater fees, and water and sewer rates approximately 40% lower than out-of-city customers.

### **Planning & Development Services**

We recommend approval of the annexation of this property, which is within a Secondary Area as designated within the Urban Service Area plan. The current plans for the property are to develop a strip commercial center, similar to the one across the road at 3601 Broad River Road. At build-out, the estimate real estate tax revenue generated for the City would be **approximately \$6,100 per year** based on anticipated taxable value of this development.

\* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002278 for the 2024 tax year).

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## **PLANS, POLICIES, AND LAND USE**

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### **Urban Service Area**

The subject property is identified as a “Secondary Area” in the Urban Service Area Plan.

#### *Principles and Goals of the Urban Service Area*

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

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

### *Secondary Areas*

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within Secondary Areas should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

### **Comprehensive Plan Land Use Classification**

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Mixed Residential (UEMR). The property is currently designated as Mixed Use Corridor by Richland County.

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

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

The subject property is located within the study area [\*The Broad River Road Corridor and Community Master Plan\*](#) adopted by Richland County in 2010. More specifically, the property falls within the St. Andrews East Neighborhood Sub-Area (page 48), and the Plan assigned a proposed land use character district of Transition Mixed-Use District to the property (page 32). The property is not located within the vicinity of a proposed catalyst project, though the southern portion of the property is identified as existing open space/tree canopy (page 51).

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## **ZONING**

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The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Mixed District (RM-1) to the south and Community Activity Center/Corridor District (CAC) to the west, across Broad River Road. Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the south, Light Industrial (M-1) to the north, and Residential Transition (RT) to the east.

The proposed City of Columbia Zoning is Community Activity Center/Corridor District (CAC). *Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.*

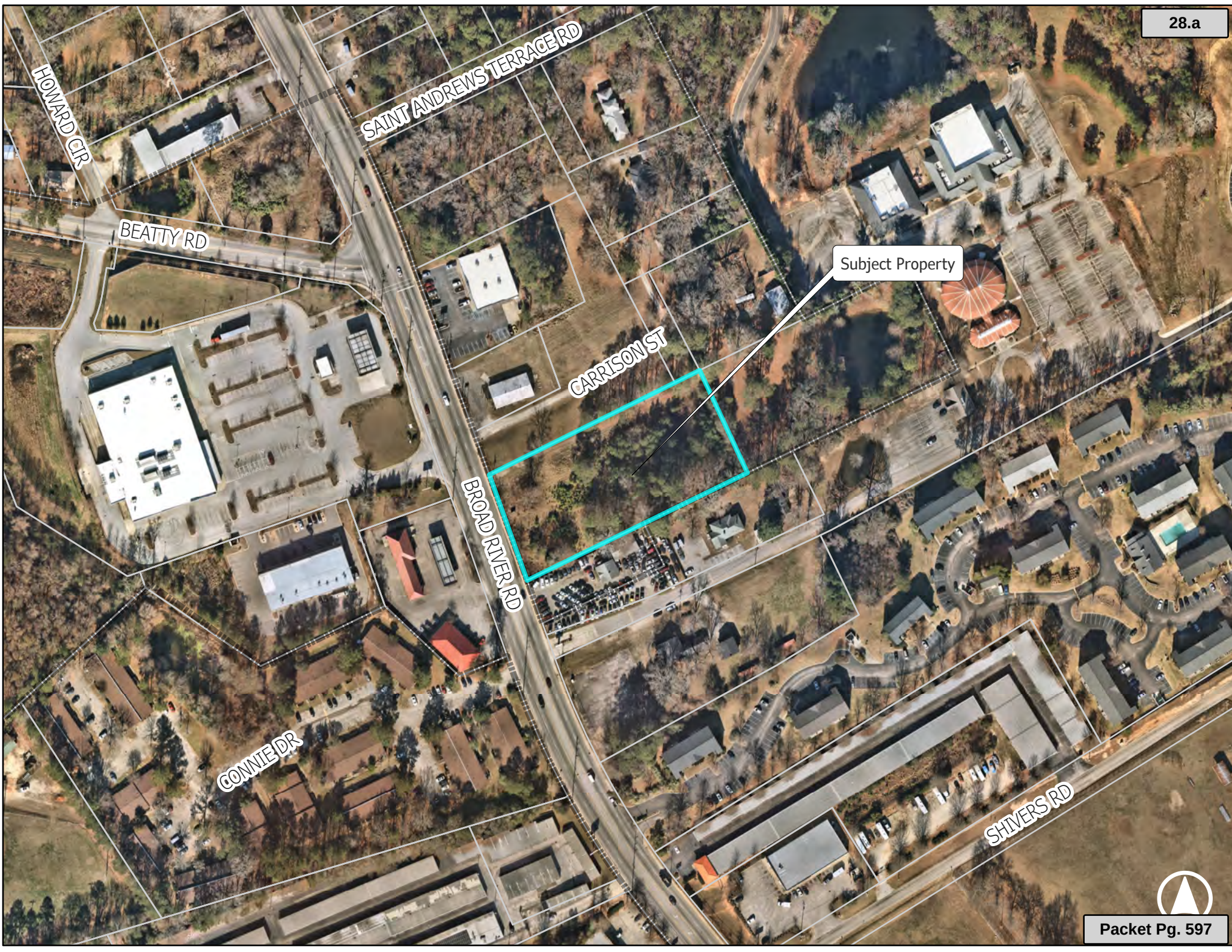
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## **STAFF RECOMMENDATION**

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Staff recommends annexation of the property and the assignment of the future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Community Activity Center/Corridor District (CAC) at the time of annexation.





Subject Property





# Future Land Use

3516 Broad River Road, TMS# 06110-03-07  
Current Richland County Future Land Use: Mixed Use Corridor  
Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

28.a

## Legend

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

0 100 200 300 Feet



Planning & Development  
Services Department

Created by: sw Hudson Date: 9/3/2024

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. 598



# Zoning

3516 Broad River Road, TMS# 06110-03-07

Current Richland County Zoning: GC

Proposed City Zoning: Community Activity Center/Corridor District (CAC)

28.a

## Legend

- CAC: Community Activity Center/Corridor
- RM-1: Residential Mixed
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development  
Services Department

Created by: sw Hudson Date: 9/3/2024

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. 599

# Current Future Land Use Classification



## MIXED-USE CORRIDOR

### Land Use and Character

Areas include established commercial, office, and medium-density residential developments located along principal arterial roads, and exclude established single-family residential subdivisions that may be located in the corridor. Mixed-use corridor areas should provide a vertical and horizontal mix of suburban scale retail, commercial, office, high-density residential, and institutional land uses. Open spaces and parks are also important uses within Mixed-Use Corridors. These corridors are punctuated by higher intensity development located at “nodes” called Activity Centers where the highest density and integration of mixed uses occurs.



### Desired Development Pattern

Suburban commercial corridors should be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format.



### Transportation

Developments are encouraged to be planned as larger master planned developments to increase access management opportunities and reduce the number of driveways on serving roads. Internal connectivity between commercial, office, and residential developments should occur. As feasible, new road improvements and suburban commercial centers should provide safe and easy access to travelers riding the bus and walking from adjacent developments. Long term strategies should be developed to assess necessary adjustments to accommodate future rail transit.

### Recommended Land Uses

**Primary Land Uses:** Multi-family housing, professional offices, restaurants and bars, financial institutions, medical offices, personal services, drug stores, smaller-scale retail shopping, parks and recreational facilities are appropriate along the corridor, and are preferably developed within mixed-use centers.

**Secondary Land Uses:** Other commercial uses such as drive-through restaurants, convenience stores and gasoline stations, and other more intensive commercial uses are more appropriate proximate to and within Activity Centers.

### Policy Guidance

1. Access management techniques that consolidate methods of ingress and egress as a means to preserve transportation system capacity are encouraged.
2. To increase the vitality of corridors and their adjacent Activity Centers, new development should be sited with fronts facing the road or other site orientations to create a “main street” pattern of development.
3. Vertical mixing of uses (“stacking”) is the preferred form of development along the corridor and generally should range from 2-5 stories, with the tallest buildings in transition areas outside of activity centers and lower heights along the central portions of the corridor.
4. New development and redevelopment within aging commercial corridors should improve visual character along the corridor through site orientation, tree plantings and landscaping, architectural features, location of parking, and signage.
5. Larger master-planned developments are encouraged to use consistent design themes throughout, including architectural features and signage.
6. The location of parking to the side or rear of developments is encouraged. Consideration should be given to reduce parking requirements to facilitate redevelopment of underutilized properties.
7. Internal circulation for vehicles and pedestrians should be provided between uses, and connectivity with adjacent developments is preferred.

## MIXED-USE CORRIDOR

8. Public-private partnerships should be undertaken on catalyst projects to trigger the redevelopment process in underutilized commercial corridors. Public investments may include the sale or conveyance of lands and public infrastructure improvements.

### Relevant Plans

Broad River Road Corridor Master Plan, Lower Richland Community Strategic Master Plan, Southeast Richland Neighborhood Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area, Trenholm Acres Master Plan

### Priority Investment Areas

#9 Decker Boulevard and Two Notch Road

### Areas of Common Interest

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

### Existing Zoning Districts of Similar Character

OI, NC, GC, RS-HS, RM-MD, RM-HD, PDD, RD, CRD, DBWP

# 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.



 parking  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



## 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          |
| <b>1</b> Lot Width, min. (ft.)         | 75                         | 50             |
| Lot Coverage, max. (% of site area)    | N/A                        |                |
| Density, max. (du/acre)                | N/A                        |                |
| <b>2</b> Front Yard Setback, (ft.)     | Min.                       | 5 [1]          |
|                                        | Max.                       | 15 [1]         |
| <b>3</b> Side Yard Setback, min. (ft.) | 0 to 5                     |                |
| <b>4</b> Rear Yard Setback, min. (ft.) | 20                         |                |
| <b>5</b> 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. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                                          |                                                  |                                    |
|----------------------------------------------------------|--------------------------------------------------|------------------------------------|
| Dwelling, live-work <sup>1</sup>                         | Broadcasting studio                              | Public safety facility             |
| Dwelling, mixed-use                                      | Newspaper or periodical publishing establishment | Social services facility           |
| Dwelling, multifamily                                    | Community recreation center                      | College or university              |
| Continuing care retirement community (CCRC) <sup>1</sup> | Cultural facility                                | Elementary, middle, or high school |
| Dormitory, public                                        | Day care facility <sup>1</sup>                   | School, business or trade          |
| Fraternity or sorority house <sup>2</sup>                | Government office                                | Hospital                           |
| Residential care facility <sup>2</sup>                   | Library                                          | Laboratory, medical or dental      |
| Rooming house or boardinghouse <sup>2</sup>              | Membership organization facility                 | Medical or dental clinic/office    |
|                                                          | Place of worship <sup>1</sup>                    | Nursing care facility              |
|                                                          |                                                  | Arboretum or botanical garden      |

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**

|                                                        |                                                      |
|--------------------------------------------------------|------------------------------------------------------|
| Cemetery                                               | Performing arts center                               |
| Park or greenway <sup>1</sup>                          | Recreation facility, indoor, not elsewhere listed    |
| Park and ride                                          | Recreation facility, outdoor, not elsewhere listed   |
| Parking lot <sup>1</sup>                               | Consumer goods store                                 |
| Parking structure <sup>1</sup>                         | Convenience store <sup>2</sup>                       |
| Passenger terminal, surface transportation             | Farmers' market                                      |
| Utility facility, major <sup>2</sup>                   | Grocery store or food market                         |
| Utility facility, minor                                | Liquor store <sup>2</sup>                            |
| Kennel <sup>1</sup>                                    | Pawn shop <sup>2</sup>                               |
| Veterinary hospital or clinic <sup>1</sup>             | Gasoline sales and service station <sup>1</sup>      |
| Self-service storage <sup>1</sup>                      | Personal vehicle repair and maintenance <sup>1</sup> |
| Eating establishment only <sup>1</sup>                 | Vehicle equipment supplies sales and rentals         |
| Eating and drinking establishment, Type 1 <sup>1</sup> | Hotel or motel                                       |
| Eating and drinking establishment, Type 2 <sup>2</sup> | Community garden <sup>1</sup>                        |
| Funeral home or mortuary                               | Manufacturing, assembly, or fabrication, light       |
| Business/Professional office                           |                                                      |
| Contractor's office                                    |                                                      |
| Bank, retail                                           |                                                      |
| Beauty salon or barbershop                             |                                                      |
| Body piercing or tattoo establishment <sup>1</sup>     |                                                      |
| Dry cleaning pick-up <sup>1</sup>                      |                                                      |
| Laundry, coin-operated                                 |                                                      |
| Nail salon                                             |                                                      |
| Repair of personal goods                               |                                                      |
| Car wash                                               |                                                      |
| Banquet hall                                           |                                                      |

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

**ORDINANCE NO.: 2024-092**

*Annexing 3516 and 3528 Broad River Road, Richland County TMS # 06110-03-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

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

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

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

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of \_\_\_\_\_, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 3516 and 3528 Broad River Road, Richland County TMS # 06110-03-07 containing 2.08 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 104.14, and

assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Community Activity Center/Corridor District (CAC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 06110-03-07

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

Requested by:

Assistant City Manager Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



**ORDINANCE NO.: 2024-092****EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

ALL that certain piece, parcel, or tract of land, with the improvements thereon, situate, lying and being on the east side of the US Highway 176, Broad River Rd, near the City of Columbia, in the County of Richland, State of South Carolina, and shown and delineated as Parcel A and B containing 2.08 acres, more or less, in a plat prepared for R.W. Derrick by Lucius D. Cobb, Sr. dated December 1, 2000 and revised January 15, 2001, recorded November 10, 2022 in the Office of the Register of Deeds for Richland County in Book 2795 at Page 403. Reference to said plat is made for a more complete and accurate description thereof.

LEGAL DEPARTMENT DRAFT



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP  
AMENDMENT, AND ZONING MAP AMENDMENT for  
5325 Fairfield Road (n/k/a 5339 Fairfield Road),  
TMS# 11703-01-19

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

Ordinance No.: 2024-089 - Annexing 5325 Fairfield Road (n/k/a 5339 Fairfield Road), Richland County TMS# 11703-01-19 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Council District: 1

Applicant: True Word Church of ECCM

Staff Recommendation: Approval

PC Recommendation: 10/10/2024; Approval (6-0)

**ATTACHMENTS:**

- **#a:** ANNEX-2024-0009-Fairfield\_ZPH\_packet (PDF)
- **#b:** 2024-089 - Annex and Incorporate 5325 Fairfield Rd nka 5339 Fairfield Rd (PDF)



## CITY COUNCIL

November 19, 2024 at 4:00 P.M.

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

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

5325 Fairfield Road (n/k/a 5339 Fairfield Road), TMS# 11703-01-19

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|                               |                                                                                                                                                                                                                                                                                            |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:             | 1                                                                                                                                                                                                                                                                                          |
| Proposal:                     | Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County. |
| Applicant:                    | True Word Church of ECCM                                                                                                                                                                                                                                                                   |
| Staff Recommendation:         | Approval                                                                                                                                                                                                                                                                                   |
| PC Recommendation:            | 10/10/2024; Approval (6-0)                                                                                                                                                                                                                                                                 |
| ZPH, 1 <sup>st</sup> Reading: | 11/19/2024; Pending                                                                                                                                                                                                                                                                        |
| 2 <sup>nd</sup> Reading:      | 12/03/2024; Pending                                                                                                                                                                                                                                                                        |

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

---

**Acreage:** 5.91 acres

**Current Use:** Vacant Lot

**Proposed Use:** Institutional – Place of Worship

**Reason for Annexation:** Municipal Services

**Urban Service Area:** Donut Hole - Primary

**Current County Land Use Classification:** Mixed Residential (High Density)

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

**Current County Zoning:** Residential 6 (R6)

**Proposed City Zoning:** Residential Mixed District (RM-2)

**Census Tract:** 106

### DETERMINATION FOR CITY SERVICES

---

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

### **Police**

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed place of worship would be approximately \$1,600 per year, based on calls to similar nearby uses within the City limits.

### **Fire**

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

The Solid Waste Division has no concerns with this annexation.

### **Engineering**

Because water and sewer lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation.

### **Water Customer Care**

The property is currently vacant and any new construction would create a new customer, who will pay water and sewer rates approximately 40% lower than out-of-city customers.

### **Planning & Development Services**

We recommend approval of the annexation of this property, which is within an area classified as Donut Hole - Primary within the Urban Service Area plan. Because the property proposed for a place of worship there is no anticipated real estate tax revenue from this annexation.

---

## **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 Edge Mixed Residential (UEMR). The property is currently designated as Mixed Residential (High Density) by Richland County.

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

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

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

The subject property is located within the study area of *The Master Plan for the Villages of North Columbia*, more specifically within Cluster Three (Section 2, Page 49) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan does not recommend a future land use for the subject property, or any properties along the north side of Fairfield Road past those that front on Stebondale Road. A future land use of Medium Density Residential (townhomes, duplexes, and live work units) is assigned to properties across Fairfield Road from the subject property (Section 3, Page 97).

The plan's recommendations for the Fairfield Road Corridor (Section 3, Page 103) include streetscape improvements, as well as the redevelopment of an existing apartment and mobile home park into a mixed-residential community. The subject property is not identified as the location for a catalyst project by the plan (Section 4, Page 140).

The subject property is also located within the study area of the *Walkable 29203 Pedestrian Master Plan*, which was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (Page 117). The plan recommends a road diet along Fairfield Road from N. Main to I-20, and signalized intersection improvements nearby at Fairfield and Amberley (Page 95).

---

## **ZONING**

The property is currently zoned Residential 6 (R6) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Mixed District (RM-2) to the northwest, and across Fairfield Road to the southeast properties are zoned Community Activity Center/Corridor District (CAC) and Residential Single-Family Large Lot District (RSF-1). Adjacent parcels in unincorporated Richland County, to the northeast and southwest, are currently zoned Residential 6 (R6).

The proposed City of Columbia Zoning is Residential Mixed District (RM-2).

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

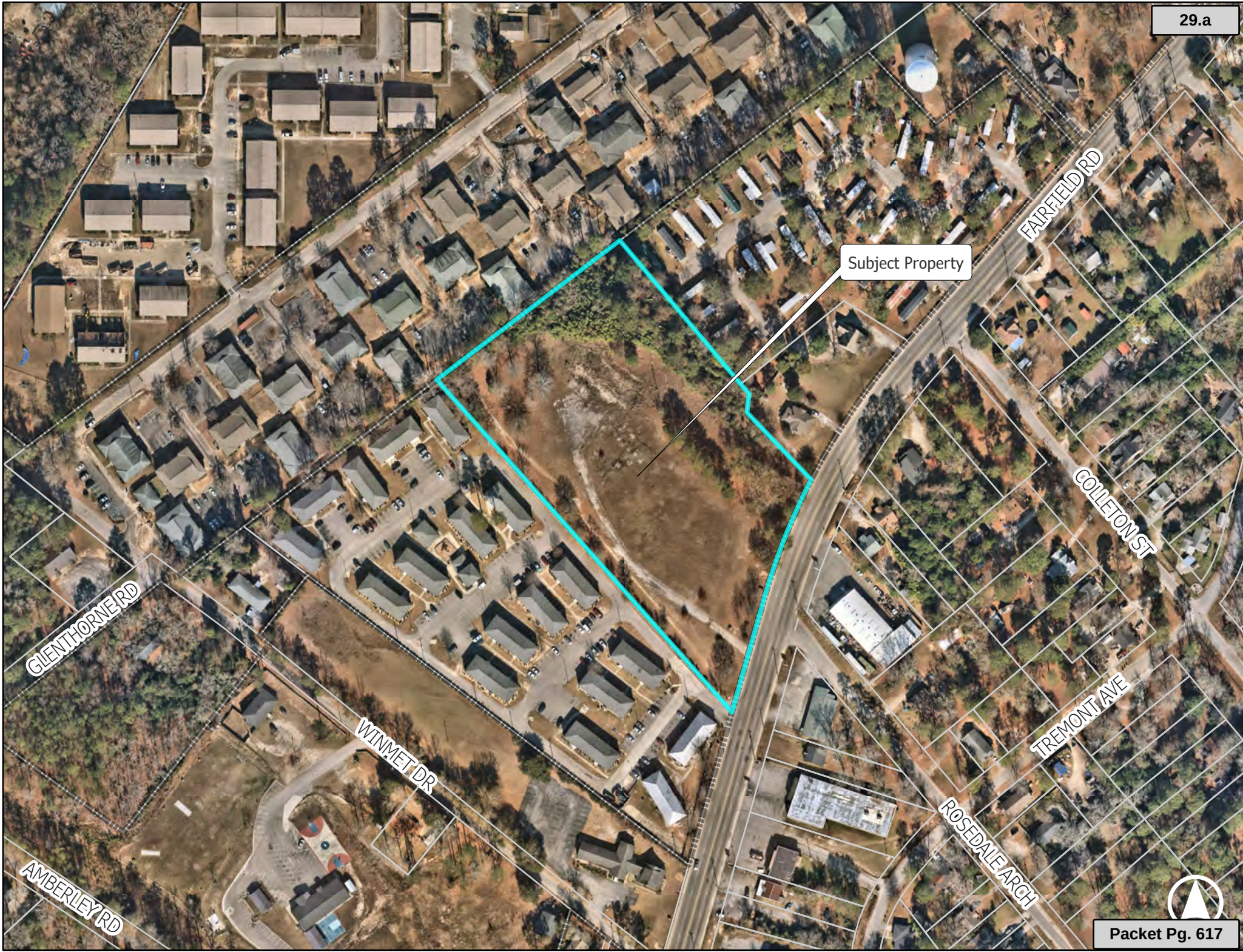
---

#### **STAFF RECOMMENDATION**

---

Staff recommends annexation of the property and the assignment of the future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-2) at the time of annexation.







# Future Land Use

5325 Fairfield Road, TMS# 11703-01-19

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

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

29.a

## Legend

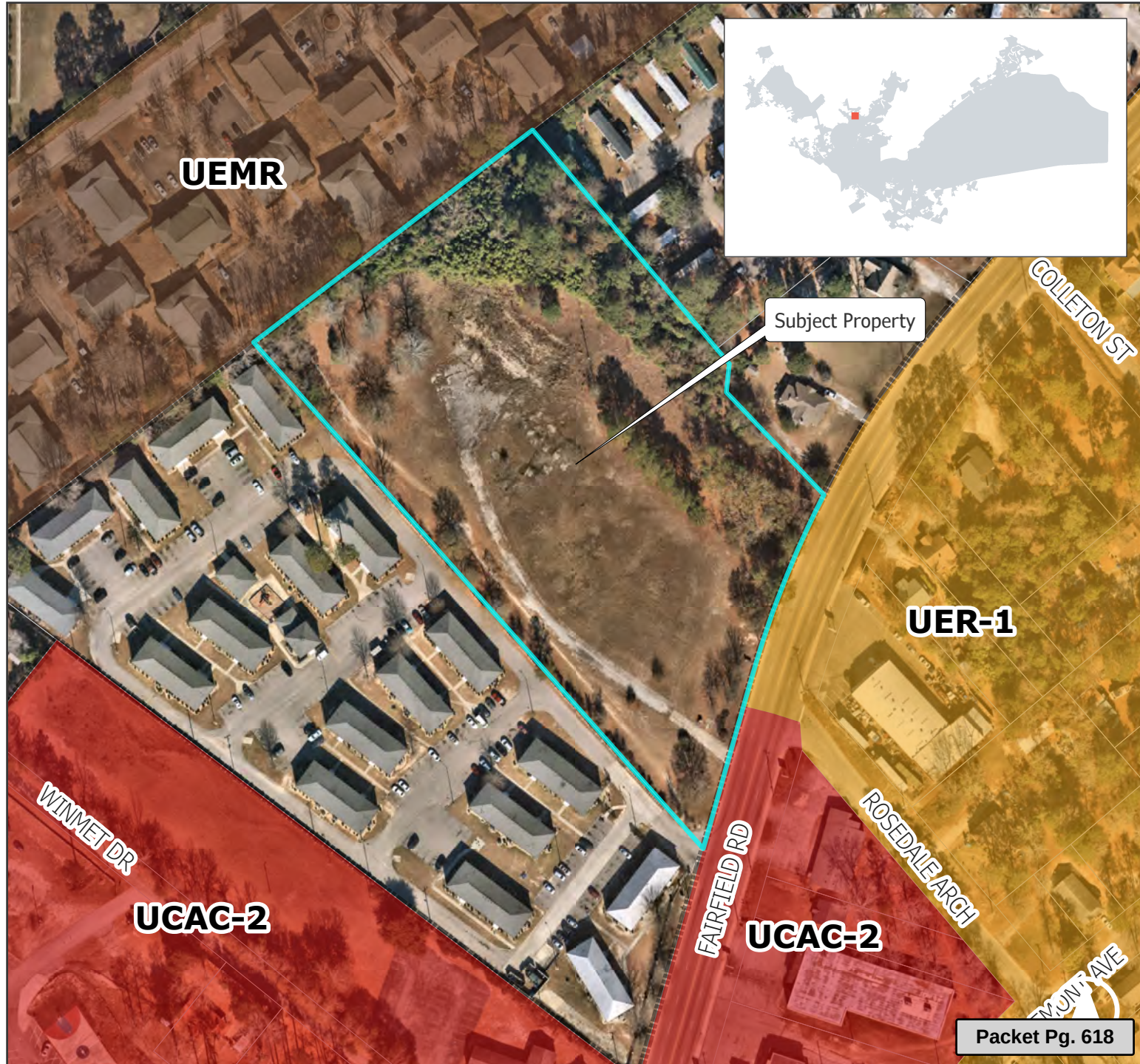
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential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



Planning & Development  
Services Department

Created by: swudson Date: 9/12/2024

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# Zoning

5325 Fairfield Road, TMS# 11703-01-19

Current Richland County Zoning: R6

Proposed City Zoning: Residential Mixed District (RM-2)

29.a

## Legend

- CAC: Community Activity Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development  
Services Department

Created by: swhudson Date: 9/12/2024

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. 619

# Current Future Land Use Classification



## MIXED RESIDENTIAL

### Land Use and Character

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



### Desired Development Pattern

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



### Transportation

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

### Recommended Land Uses

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

### Policy Guidance

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

### Relevant Plans

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

### Priority Investment Areas

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

### Areas of Common Interest

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

# Proposed Future Land Use Classification



## Development Types

### URBAN EDGE MIXED RESIDENTIAL (UEMR)

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



### UEMR BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached

#### SECONDARY TYPES

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

#### TERTIARY TYPES

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

*See matrix for appropriate park/open space types.*

## Development Types

### UEMR DEVELOPMENT PATTERN/CONTEXT

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



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

# Proposed Zoning District



## RM-2: Residential Mixed District

### Purpose

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

### Intensity and Dimensional Standards

| Standard                            | Townhouse         | All Other Uses |
|-------------------------------------|-------------------|----------------|
| Lot Area, min. (sf.)                | 8,000[1]/1,500[2] | 3,000          |
| Lot Width, min. (ft.)               | 75[1]/18[2]       | 40             |
| Lot Depth, min. (ft.)               | 60                | 60             |
| Lot Coverage, max. (% of site area) | 50                | 50             |
| Density, max. (du/acre)             | N/A               | 17.2           |
| Front Yard Setback, min. (ft.)      | 15                | 15             |
| Side Yard Setback, min. (ft.)       | [3]               | 5              |
| Rear Yard Setback, min. (ft.)       | 10                | 10             |
| Building Height, max. (ft.)         | 50                | 50             |

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

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

### Use Standards

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

#### PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work<sup>1</sup>

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility<sup>2</sup>

Day care facility<sup>1</sup>

Library

Place of worship<sup>2</sup>

Public safety facility

Elementary, middle, or high school<sup>2</sup>

Arboretum or botanical garden<sup>2</sup>

Cemetery<sup>2</sup>

Park or greenway<sup>1</sup>

Utility facility, major<sup>2</sup>

Utility facility, minor

Dry cleaning pick-up<sup>1</sup>

Grocery store or food market<sup>2</sup>

Community garden<sup>1</sup>

Crop production and processing<sup>2</sup>

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

**ORDINANCE NO.: 2024-089**

*Annexing 5325 Fairfield Road (n/k/a 5339 Fairfield Road), Richland County TMS #11703-01-19 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 \_\_\_\_\_, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 5325 Fairfield Road (n/k/a 5339 Fairfield Road), Richland County TMS #11703-01-19 containing 5.91 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 106, and



assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11703-01-19

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 Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:

LEGAL DEPARTMENT DRAFT



**ORDINANCE NO.: 2024-089**

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

All that certain piece, parcels, or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown as TMS# 11703-01-19, 5.91 acres, on a property survey prepared for True Word Church of ECCM by Jay S. Joshi, PLS # 1481, dated June 2, 2022, and recorded July 6, 2022 in the Richland County R.O.D. in Book 2760 at page 857, the survey being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT



**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** **ZONING MAP AMENDMENT for 513 S. Saluda Avenue, TMS# 11212-05-03**

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

Ordinance No.: 2024-082 - Amending the Official Zoning Map to modify the zoning for 513 S. Saluda Avenue, TMS# 11212-05-03

Council District: 3

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

Applicant: Dallas Massey, Massey Holdings, LLC

Staff Recommendation: Approve

PC Recommendation: 09/12/2024; Approve (7-0)

The public hearing was held on October 15, 2024 and first reading consideration was deferred.

**ATTACHMENTS:**

- **#a:** ZMA-2024-0010\_S Saluda 513\_ZPH Packet (PDF)
- **#b:** 2024-082 - Zoning Map Amendment to Rezone 513 S Saluda Ave (PDF)

Action Item (ID # 9683)

Meeting of November 19, 2024

**HISTORY:**

**10/15/24**

**Columbia City Council DEFER CONSIDERATION**

Mr. Scott Nuelken



## CITY COUNCIL

October 15, 2024 at 4:00 P.M.

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

### ZONING MAP AMENDMENT CASE SUMMARY

513 S. Saluda Avenue, TMS# 11212-05-03

---

|                       |                                                                                                                                                                                              |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:     | 3                                                                                                                                                                                            |
| Proposal:             | Request to rezone the property from Employment Campus (EC) in the Airport Safety Overlay District (OV-A) to Mixed Residential District (RM-2) in the Airport Safety Overlay District (OV-A). |
| Applicant:            | Dallas Massey, Massey Holdings, LLC                                                                                                                                                          |
| Staff Recommendation: | Approval                                                                                                                                                                                     |
| PC Recommendation:    | 09/12/2024; Approve (7-0)                                                                                                                                                                    |

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

---

**Acreage:** .21 acres

**Current Use:** Vacant Land

**Proposed Use:** Residential/Duplexes

**Future Land Use Classification:** Employment Campus (EC)

**Current Zoning:** Employment Campus District (EC), Airport Safety Overlay District (OV-A)

**Proposed Zoning:** Residential Mixed District (RM-2), Airport Safety Overlay District (OV-A)

### PLANS, POLICIES, AND LAND USE

---

#### Comprehensive Plan Land Use Classification

The subject property is designated as Employment Campus (EC) in the *Columbia Compass: Envision 2036* Future Land Use Map

*Refer to the attached land use classification description.*

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

The subject property is located within the study area of the [Rosewood Corridor & Neighborhood Plan](#) (2012). The plan proposed a future land use of Single-Family – Small Lot for the subject property (Ch. 4, pg. 30, Map 4.2). The property is also located within the area identified as a potential neighborhood design overlay (Ch. 4, pg. 32, Map 4.7). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

## ZONING

---

The subject property is currently zoned Employment Campus District (EC), Airport Safety Overlay District (OV-A). The abutting properties within the City of Columbia are zoned Employment Campus District (EC) to the south and east, and Residential Mixed District (RM-2) to the north and west. All surrounding properties are located within the Airport Safety Overlay District (OV-A).

The proposed City of Columbia Zoning is Residential Mixed District (RM-2), Airport Safety Overlay District (OV-A).

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

### *Airport Safety Overlay District (OV-A)*

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions, which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

## STAFF RECOMMENDATION

---

Staff finds that the proposed zoning is consistent with the future land use classifications in the *Columbia Compass* comprehensive plan. Extending RM-2 to the subject property is consistent with the pattern of zoning to the north and west (across S. Gregg St). Uses in the RM-2 district are less intense than those permitted in the EC district and are in character with the surrounding neighborhood. Staff finds that a recommendation to approve is appropriate.

# Future Land Use Classification



## Current Zoning District

# Proposed Zoning District

## ORDINANCE NO.: 2024-0082

*Amending the Official Zoning Map to modify the zoning for .21 acres at 513 S. Saluda Avenue, Richland County TMS #11212-05-03*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 513 S. Saluda Avenue, Richland County TMS #11212-05-03; and,

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this \_\_\_ day of \_\_\_\_\_, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 513 S. Saluda Avenue, Richland County TMS# 11212-05-03 as shown in Attachment A, is hereby rezoned from Employment Campus District (EC) in the Airport Safety Overlay District (OV-A) to Mixed Residential District (RM-2) in the Airport Safety Overlay District (OV-A). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry

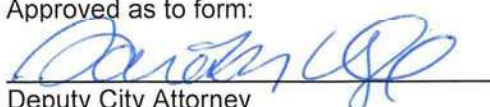
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2024-076 - Granting an encroachment to Jake's of Columbia for the use of the right of way area of the 2100 block of Devine Street for the installation and maintenance of concrete pavers adjacent to 2112 Devine Street, Richland County TMS# 11312-15-03

**REQUISITION NO.:** 2024-076

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** 2024-076 - permanent encroachment for Jake's on Devine (PDF)
- **#b:** 2024-076 - Jakes Devine Encroachment packet (PDF)

**ORDINANCE NO.: 2024-076**

*Granting an encroachment to Jake's of Columbia for the use of the right of way area of the 2100 block of Devine Street for the installation and maintenance of concrete pavers adjacent to 2112 Devine Street, Richland County TMS# 11312-15-03*

WHEREAS, Jake's of Columbia (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 2100 block of Devine Street for the installation and maintenance of concrete pavers adjacent to 2112 Devine 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 \_\_\_\_\_, 2024, that Grantee is hereby granted the right to use the right of way area of the 2100 block of Devine Street adjacent to 2112 Devine Street, Richland County TMS# 11312-15-03, for the installation and maintenance of concrete pavers measuring approximately thirty four (34') feet in length eleven (11') feet in width, as shown on the attached drawings.

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

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

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

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

3. Grantee is responsible for maintaining landscaping and improvements.



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

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

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

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

8. Tree protection required. Any impact (including trimming) on existing trees requires Forestry Permit.

9. Applicant should coordinate with SCDOT regarding future improvements to Devine Street that may impact this investment.

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 Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:



**CITY COUNCIL  
ENCROACHMENT SUMMARY  
2024-076**



**2100 BLOCK OF DEVINE STREET  
ADJACENT TO 2112 DEVINE STREET  
CONCRETE PAVERS**

|                              |                                                                                                  |
|------------------------------|--------------------------------------------------------------------------------------------------|
| <b>Subject Property:</b>     | Right-of-way adjacent to 2112 Devine Street                                                      |
| <b>Council District:</b>     | 3                                                                                                |
| <b>Proposal:</b>             | The applicant is requesting an encroachment for installation and maintenance of concrete pavers. |
| <b>Applicant:</b>            | Jake's of Columbia                                                                               |
| <b>Staff Recommendation:</b> | Approval.                                                                                        |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Detail:</b> | <p>The applicant is requesting an encroachment for the installation and maintenance of concrete pavers measuring approximately thirty four (34') feet in length eleven (11') feet in width adjacent to 2112 Devine Street, as shown on the attached drawings; and,</p> <p>Conditions of the proposed encroachment are as follows:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.</li> <li>3. Grantee is responsible for maintaining landscaping and improvements.</li> <li>4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.</li> <li>5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.</li> <li>6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.</li> <li>7. All trees shall be protected and no large tree roots shall be removed from any existing trees.</li> <li>8. Tree protection required. Any impact (including trimming) on existing trees requires Forestry Permit.</li> <li>9. Applicant should coordinate with SCDOT regarding future improvements to Devine Street that may impact this investment.</li> </ol> |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





Citywide GIS Viewer Map

This map was prepared using  
the City GIS Viewer  
City of Columbia - GIS Division  
10/3/2024 2:04 PM



Address Point

- Active
- Vacant
- Tax Parcel
- Building Footprint

Street & Ownership

- CFCC,Ownership
- Interstate
- Highway
- City Maintained
- State Maintained

--- Private

— Others

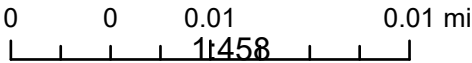
■ Columbia City Limits

FEMA Flood Hazard Area

FLD\_ZONE, ZONE\_SUBTY

■ AE - Floodway

- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain



1:458

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





# Permanent Encroachment Application and Checklist

## Additional Information Requirements

### 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.)

Install Pavers in grassed/dirt area in front of 2112 Devine st.

### 5. Acknowledgement

I, a permanent encroachment on my type of property in which the City has an interest in the right-of-way, (residential, commercial, industrial, etc.), the person or entity is required to have an encroachment ordinance approved by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems, landscaping, fencing, walls, pavers, walkways, awnings, signs, etc. (other than those related to the sidewalk, etc.); awnings, bollards, and directional signs (i.e., churches). Business signs are NOT permitted via encroachment.

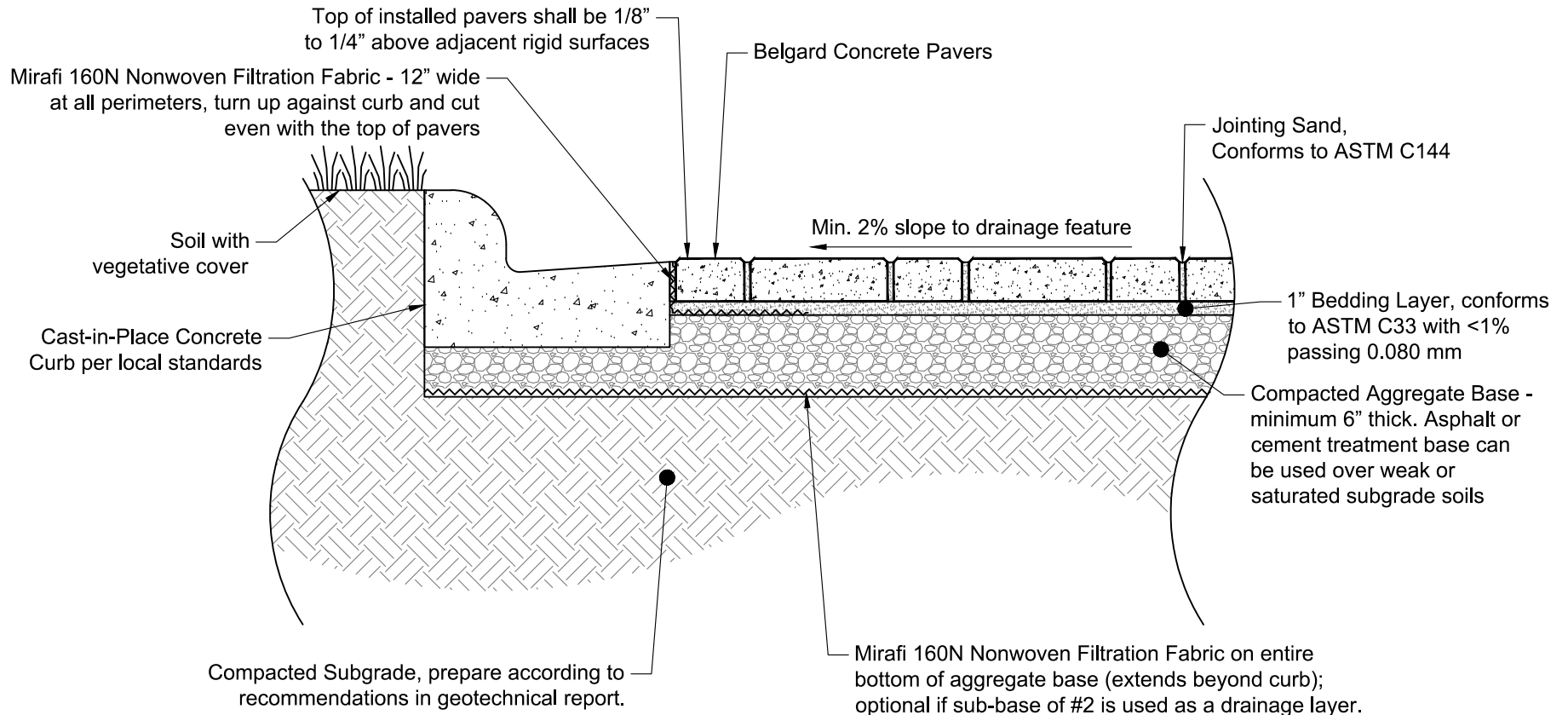
Encroachment must comply with all existing City codes, rules, and regulations. The applicant will provide a site plan, if applicable, and are subject to review and approval by City Council. Encroachment will require a majority vote of City Council, which is a discretionary legislative act in place.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be added as an additional insured on your insurance policy. If you have a policy with a limit of \$100,000 as required by FICA, 11-71, it is recommended that you contact your insurance provider to ensure that it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment.

*For staff use only*

Date received (M/D/Y): \_\_\_\_/\_\_\_\_/\_\_\_\_

By: \_\_\_\_\_



#### Design Notes:

1. Cross section as shown is suitable for pedestrian and vehicular applications. Paver dimensions subject to aspect and plan ratio requirements. Contact Belgard Commercial for product selection guidance based on the intended traffic loading.
2. Depth of aggregate base subject to site specific conditions (traffic loading, soil conditions, groundwater levels, climatic conditions). Contact Belgard Commercial for design assistance.
3. Drain pipes may be required within the aggregate base depending on the permeability of the subgrade soils. Verify drainage needs with the geotechnical engineer. Ensure drain pipes are able to daylight via gravity flow to surface, or connect to catch basin.
4. Ensure the geotextile above the drain hole has good drainage characteristics and is not prone to clogging.
5. Techniseal HP Nextgel jointing sand conforming to ASTM C144 may be used in pedestrian and light vehicular applications. Please contact Belgard Commercial for design assistance.



belgardcommercial.com

877-235-4273

details@belgard.com

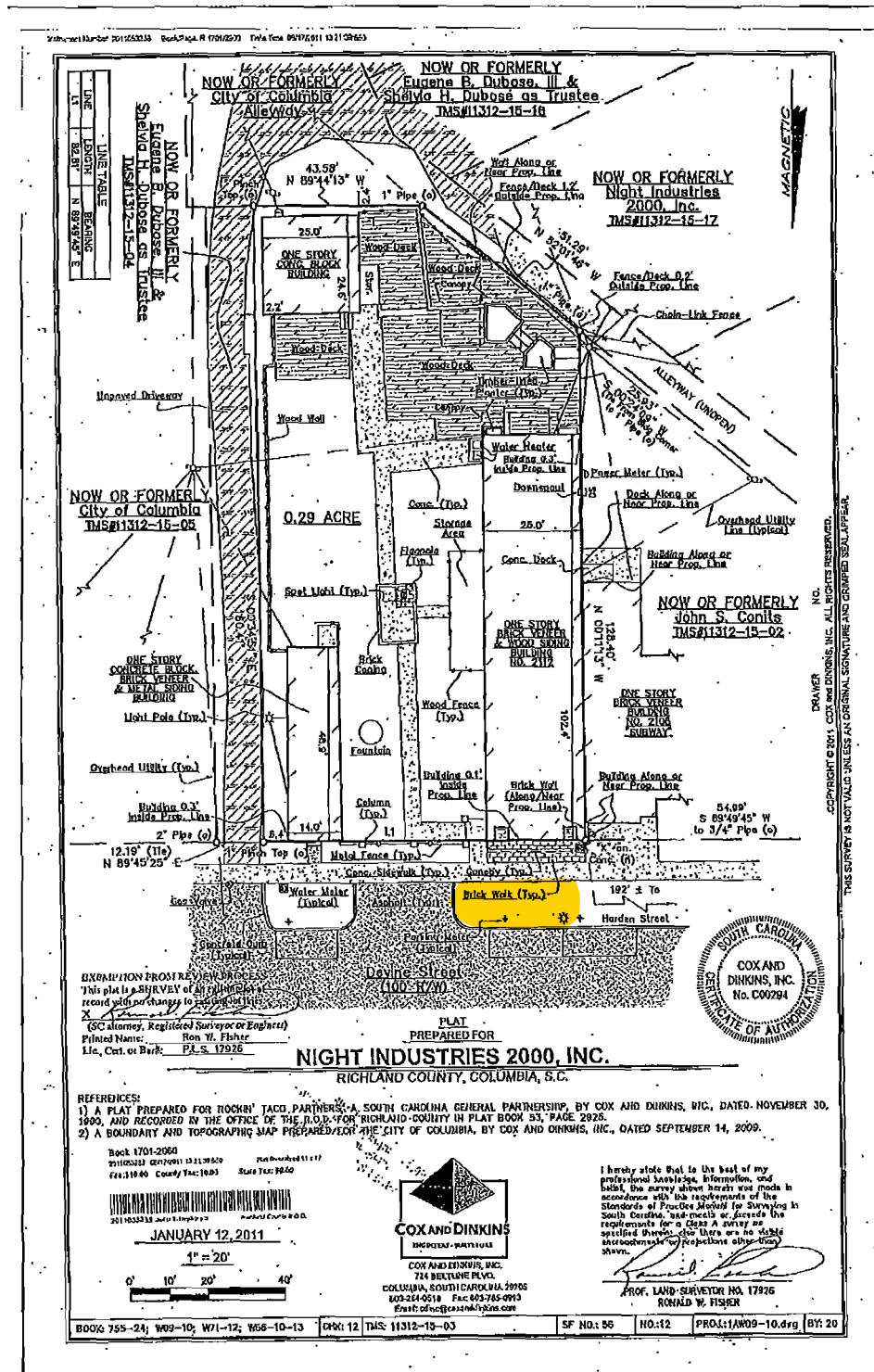
This drawing is for illustrative purposes only and should not be used for construction without the signature of a registered professional engineer.

## Belgard Standard Paving Detail

### Sand Set on Aggregate Base

|           |                 |
|-----------|-----------------|
| Scale:    | Drawn by:       |
| N.T.S.    | MAH             |
| Date:     | Drawing number: |
| 2/15/2019 | ICP_2           |

## PLAT





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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2024-079 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Grommet LLC for the sale of approximately 0.61 acres being known as 2725 Main Street, Richland County TMS #R09110-12-02

**REQUISITION NO.:** 2024-079

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**PURPOSE:**

Endorsed by the Economic Development & Infrastructure Committee on September 24, 2024.

**ATTACHMENTS:**

- **#a:** 2024-079 - 2725 Main St PSA 2 - Grommet LLC (PDF)
- **#b:** PSA 2725 Main St-v3 (PDF)
- **#c:** 2725 Drayton St Phase I Report - Revised (PDF)



**ORDINANCE NO.: 2024-079**

*Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Grommet LLC for the sale of approximately 0.61 acres being known as 2725 Main Street, Richland County. TMS #R09110-12-02*

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 property containing approximately 0.61 acres being known as 2725 Main St, Richland County TMS# R09110-12-02 is owned by the City of Columbia; and,

WHEREAS, the City of Columbia acquired the property in 2016 via Ordinance 2015-049 for economic development purposes to support growth and development along the N Main Corridor; and,

WHEREAS, the City of Columbia has and continues to undertake initiatives to encourage investment in the N Main Corridor including the North Main Streetscape project, providing support for new multi-family and mixed-use projects, dedicated façade grants and forgivable loans for commercial upfits, and targeting the rehabilitation of vacant and underutilized properties with Let's Build Together seminars; and,

WHEREAS, the Grommet LLC is the owner of the No Name Deli, currently located at 2042 Marion St; and,

WHEREAS, for over 30 years, No Name Deli has served as a significant community hub by serving fresh sandwiches and salads just off of Elmwood St and providing a space for people to gather, and has built strong ties with their customers who have become loyal patrons; and,

WHEREAS, No Name Deli's impact goes beyond just offering food; it fosters relationships, celebrates local culture, creates a sense of belonging; reflects the diversity of the neighborhood, and has become a place where people exchange ideas and celebrate milestones; and,

WHEREAS, the Grommet LLC has sold the property at 2042 Marion Street to a private developer for a mixed use development; and,

WHEREAS, the proposed development at Elmwood and Bull Street is an economic development project that includes a significant investment; and,

WHEREAS, the City of Columbia and Richland County have approved a multicounty industrial park (Ordinance 2023-041) for the proposed development that encompasses the property at 2042 Marion Street; and,

WHEREAS, the City recognizes such investment is beneficial to the City and the importance of maintaining small local businesses such as No Name Deli that are part of the character of a community; and,

WHEREAS, the City has determined the proposed relocation of No Name Deli to 2725 Main St aligns with the vision for investment and growth within the N Main corridor that adds value to the surrounding community; and,

WHEREAS, the City of Columbia has confidence in the Purchaser's intent and ability to proceed with the relocation of the No Name Deli; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, the 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; and,

WHEREAS, the City finds this property disposition to be in the best interest of the City of Columbia by supporting the relocation of No Name Deli to the N Main Corridor; and,

WHEREAS, the City is accepting of the Developer's offer to purchase the property for a sum of \$185,000 for the purpose of the proposed relocation of No Name Deli from its current location at 2042 Marion St to 2725 Main St; NOW, THEREFORE,

WHEREAS, the Purchase and Sales Agreement includes a condition that allows the City to purchase the property back at the purchase price sold if the Buyer makes a decision not to relocate the No Name Deli to this property; and,

WHEREAS, the deeds for this acquisition will include language regarding the City's ability to purchase the property back upon a decision not to relocate the No Name Deli to this site; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina the \_\_\_\_ day of November, 2024, that the City Manager is hereby authorized to execute the attached Contract for Sale, or on a form approved by the City Attorney, between the City of Columbia and Grommet LLC for the property containing approximately 0.61 acres being known as 2725 Main St, located in Richland County, TMS#09110-12-02.

Requested by:

Assistant City Manager Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the Effective Date, by and among the **CITY OF COLUMBIA, SOUTH CAROLINA** (“Seller”), and GROMMET LLC, a South Carolina limited liability company (“Buyer”). LOTT & SEARCY, LLP (the “Escrow Agent”) joins in this Agreement for the limited purposes set forth in Section 15. The Effective Date shall be the date the last party executes this Agreement (the “Effective Date”).

### BACKGROUND

A. Seller is the owner of the following (collectively, the “Property”):

(1) The property of approximately 0.61 acres of land and any improvements located thereon being hereinafter collectively referred to as the “Real Property” located at 2725 Main St by the Richland County Tax Assessor’s office, TMS R09110-12-02, and further described in **Exhibit A** hereto, together with all easements, rights and privileges appurtenant thereto (the “Land”);

B. Buyer desires to purchase, and Seller desires to sell, the Property, as provided in this Agreement.

### TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1. Sale and Purchase.

1.1. Sale. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price (as defined below) and on and subject to the other terms and conditions set forth in this Agreement.

#### 1.2. Project.

(a) The Buyer intends to use this property for the relocation site of No Name Deli. The property will be redeveloped for such use. Property information is provided below for purposes of outlining guiding principles of development along this corridor.

- i. The current zoning of the property is NAC: Neighborhood Activity Center / Corridor District [https://planninganddevelopment.columbiasc.gov/wp-content/uploads/2023/09/NAC\\_Info.pdf](https://planninganddevelopment.columbiasc.gov/wp-content/uploads/2023/09/NAC_Info.pdf).
- ii. Food establishments are a permitted use in this district.
- iii. If restaurant intends to serve alcohol and stay open past midnight, a Special Exception would be required.
- iv. Drive-through are not permitted in this district. Current zoning does not allow for a variance or special exception.

- v. Development should reflect the principles and intent of the adopted plan [The Villages of North Columbia Master Plan](#)
- vi. The property is located within N Main Overlay District, thus design shall comply with North Main Corridor Design Guidelines <https://planninganddevelopment.columbiasc.gov/north-main-street/> and is subject to approval of DDRC. City cannot guarantee DDRC approval but can agree to due diligence period that provides sufficient time for such approval to be obtained, provided the Buyer begins the application within 30 days after approval of the P&SA and submits an application within 90 days of approval of the P&SA.
- vii. There are no City parking requirements associated with this project; however, the City acknowledges there will be a parking demand and agrees to work alongside the Buyer to determine if public spaces can be identified and/or created in this area to support area businesses, including the No Name Deli.
  - i. The City is in the design phase of a project that will extend the Vista Greenway in close proximity to this property, offering greater pedestrian and bicycle connectivity to the N Main Corridor. Consideration for bicycle parking as this site is developed is encouraged.

1.3 Upon completion of the required design and construction documents, Buyer shall promptly apply for all permits and approvals necessary for construction of the Project (the “Permits/Approvals”) and shall use commercially reasonable best efforts to diligently pursue all Permits/Approvals to issuance as expeditiously as possible. The Seller agrees to work collaboratively with the Buyer regarding the permitting process but both parties acknowledge nothing in this agreement alters requirements of the Buyer to comply with all codes, regulations and approvals associated with the redevelopment of the site.

1.4 The Buyer shall offer the property back to the Seller at the same price paid via this purchase and sales agreement (“Repurchase Offer”) upon the earlier of a) a decision by Buyer that the No Name Deli will be relocated to another site or will remain in its current location as part of the proposed development project or b) a thirty-six month period from the date of the property closing with no activity to move forward with the relocation of the No Name Deli to the property. (Said activity includes design and permitting as required in advance of any on-site activities proceeding). The Repurchase Offer shall be in writing and provided to Seller within thirty (30) days of a decision not to relocate No Name to this parcel. Buyer not to utilize this property for the No Name Deli, and the Seller shall have sixty (60) days to respond in writing regarding to Seller’s election to buy the Property back. If Seller does elect to exercise its right to acquire the Property, notwithstanding anything to the contrary in the Repurchase Offer, the closing shall occur on or before the day that is ninety (90) days after Seller’s delivery of Seller’s notice of such election to Buyer. There shall be no title exceptions encumbering the Property other than those on the Closing Date (and all mortgages, liens, assignments and other financing documents of Buyer shall be removed and satisfied). If Seller elects not to buy the Property back from Buyer, then Buyer is not required to locate a No Name Deli on the Property. The provisions of this Section 1.4 shall be set forth in the Deed conveying the Property to the Buyer.

1.5 Buyer acknowledges there are no City parking requirements associated with the intended use; however, there will be a parking demand associated with the business activity on the



Property. The City agrees to work to alongside the Buyer to identify existing public spaces or opportunities to create new public spaces that can be used for the benefit of the surrounding businesses, including but not limited to No Name Deli. The City agrees to establish time limits for such spaces that prove to be attractive to patrons of area businesses and not attractive to employees and/or residents of the area for use over extended periods of time, to the extent practical.

2. Purchase Price. The total purchase price for the Property the “Purchase Price”) shall be ONE HUNDRED EIGHTY FIVE THOUSAND AND 00/100 DOLLARS (\$185,000.00).

2.1. Deposit.

(a) Within five (5) business days after the execution and delivery of this Agreement by all parties, Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or wire transfer deposit in the amount of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) (together with any interest earned thereon, the “Initial Deposit”). Within two (2) business days following the expiration of the Inspection Period, there shall be an additional deposit in the amount of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) (together with any interest earned thereon, the “Additional Deposit”).

2.2. Payment at Closing.

(a) At the consummation of the transaction contemplated hereby (the “Closing”), Buyer shall deliver to Escrow Agent, in immediately available funds, cash or wire transfer in an amount equal to the Purchase Price less the Deposit. The Purchase Price less the Deposit, subject to other adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available funds, transferred to Escrow Agent.

(b) The delivery and recording of documents and the disbursement of funds shall be effectuated through Buyer’s and Seller’s South Carolina counsel and the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties’ respective obligations hereunder. Notwithstanding anything to the contrary in this Agreement, the Closing shall be conducted in accordance with the requirements of South Carolina with respect to its unauthorized practice of law requirements.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

3.1. Authority. Seller is a municipal corporation in the State of South Carolina. Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized by Seller.

3.2. No Conflict. To Seller’s actual knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder, on the part of Seller does not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property by reason of, the terms of any contract, mortgage, lien,

lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller, or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

3.3. Leases. There are no leases currently in effect which affect the Real Property.

3.4. Contracts. There are no construction, management, leasing, service, equipment, supply, and maintenance or concession agreements in effect with respect to the any portion of the Property.

3.5. Litigation. Except as disclosed on Exhibit C attached hereto, there is no action, suit or proceeding in court or arbitration which is pending or, to Seller's actual knowledge, threatened against or affecting any portion of the Property or arising out of the ownership, management or operation of the Property.

3.6. Environmental Assessment. Seller has provided a copy of the Phase 1 Environmental Site Assessment dated July 23, 2015 (Exhibit B) for the Buyers review and use. This assessment was prepared for the Seller in 2015, prior to the Seller's acquisition of the site.

3.7. No Other Options. Other than this Agreement, no portion of the Property is subject to any outstanding agreement(s) of sale or options to purchase, rights of first refusal to purchase or other rights of purchase.

### 3A. Limitations Regarding Representations and Warranties.

(a) As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase "to Seller's actual knowledge", "to the best of Seller's actual knowledge" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of individuals involved in this agreement representing the Seller and not individually, without any obligation on such individual's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

(b) Except as stated in Seller's representations and warranties set forth herein, Seller shall not have any liability whatsoever to Buyer, with respect to (i) any matters disclosed in any document delivered to Buyer by Seller prior to the date of this Agreement or on any exhibit attached hereto, (ii) any information of which Buyer obtains actual knowledge prior to the Closing Date, or (iii) any other information disclosed in writing to Buyer by Seller after the date hereof and prior to the Closing (all such matters being referred to herein as "Exception Matters"), whether or not Closing occurs hereunder.

4. Inspection Period; Access; Purchase "As Is". To the extent in Seller's possession, Seller has delivered, or shall deliver to Buyer within five (5) business days following the Effective Date of this Agreement (the "Property Materials Delivery Date"), or make available to Buyer electronically, or, if unavailable electronically, at the offices of Seller, the materials as set forth on



**Exhibit D** attached hereto relating to the Property and such other documents as Seller may make available to Buyer (all such items hereafter referred to as the “Property Materials”), except for any materials which are confidential, privileged or proprietary in nature, such as (but not limited to) internal memoranda and analyses, appraisals, financial projections, client and investor correspondence and other similar materials (the “Proprietary Materials”). If Seller does not provide the Property Materials within five (5) business days after the Effective Date, the Inspection Period shall be extended for a period equal to the number of days after the Property Materials Delivery Date that Buyer receives all Property Materials. Buyer hereby acknowledges and agrees that (a) Seller has not independently verified the accuracy of completeness of any of the Property Materials, (b) Seller makes no representation or warranty, express or implied, as to the accuracy, completeness or content of the Property Materials, and (c) neither Seller shall have any liability to Buyer as a result of any inaccuracy or incompleteness of any of the Property Materials. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller.

4.1. During the Inspection Period (as defined below), Buyer, its agents and representatives, shall be entitled to enter upon the Real Property from time to time, upon receipt by Seller of notice (which may be verbal) at least one (1) business day in advance of the intended entry, to perform inspections and tests of the Real Property expressly permitted under this Agreement, including surveys, non-invasive environmental studies, non-invasive examinations and tests of structural and mechanical systems within the Improvements, all subject to all of the rights, obligations and limitations set forth in this Section 4.1.

Notwithstanding the foregoing, Buyer, its agents, contractors, consultants, employees, designees, representatives, engineers, subcontractors, accountants or attorneys (collectively, “Buyer's Agents”) shall not be permitted to interfere unreasonably with Seller's use of the Property. Buyer acknowledges and agrees that Buyer's right to conduct physically invasive testing, including without limitation, soil sampling/testing, the penetration of walls or ceilings or the penetration of foundation slab, shall be subject to Seller's prior consent thereto, which consent may not be unreasonably withheld. Seller acknowledges that certain geotechnical engineering and soil sampling will be required to determine whether additional improvements may be constructed on the Property. In addition, certain of the existing Improvements may need to be invasively tested and/or penetrated to address any environmental and/or structural integrity concerns. Buyer shall provide to Seller in writing at least three (3) business days prior to the desired access date the reasons for, scope and parameters of, and names and contact information of parties to perform the required invasive testing; such information shall be provided to Ryan Coleman ([ryan.coleman@columbiasc.gov](mailto:ryan.coleman@columbiasc.gov)), and Gregory Tucker ([Gregory.Tucker@columbiasc.gov](mailto:Gregory.Tucker@columbiasc.gov)) via email. Within three (3) business days of receipt, Seller shall provide notice to Buyer of its consent or any objection to such invasive testing (the “Inspection Notice Period”); if Seller does not respond within the Inspection Notice Period, Seller shall be deemed to have consented to such testing. Seller shall provide an explanation of any objection. Buyer and Seller agree to work cooperatively to allow reasonable testing at reasonable locations. Buyer shall promptly repair any damage to the Property caused by any such inspections, samples, tests or investigations performed under this Section.

Buyer hereby agrees to indemnify and hold harmless each Seller, their respective members, trustees, beneficiaries and the shareholders, officers, directors, employees, agents, partners, members, successors and assigns of each of the foregoing (collectively, the “Indemnified Parties”) from and against any mechanics' lien or claim therefor, any claim, cause of action, lawsuit, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees) arising out of any (i) entry on to the Real Property by Buyer or any of Buyer's Agents or (ii) out of any inspections, samples, investigations or tests conducted by Buyer or any of Buyer's Agents; provided, however, the indemnity in clause (ii) of this sentence shall not apply to any liability, clean-up expense, diminution in value, lost profits, consequential damages or special damages arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused or exacerbated by Buyer or Buyer's Agents. Prior to any entry upon the Real Property by Buyer or any of Buyer's Agents, Buyer shall deliver to Seller an original certificate acknowledging an endorsement to the commercial general liability insurance policy of Buyer and/or any of Buyer's Agents, as applicable, which evidences that Buyer and/or any of Buyer's Agents, as applicable, are carrying a commercial general liability insurance policy covering (i) the activities of Buyer and/or any Buyer's Agents, as applicable, on or upon the Real Property, and (ii) Buyer's indemnity obligation above. Such endorsement to such insurance policy shall evidence that such insurance policy shall have a per occurrence limit of at least \$1,000,000 and an aggregate limit of at least \$2,000,000, shall name Seller as an additional insured, shall be primary and non-contributing with any other insurance available to Seller, shall contain a full waiver of subrogation clause, and insure Buyer's indemnity obligations hereunder.

The provisions of this Section 4.1 shall survive Closing or the termination of this Agreement.

#### 4.2. Inspection Period.

(a) The term “Inspection Period,” as used herein, shall mean the period ending at 5:00 p.m. Eastern Time Zone (U.S.A.) on the date which is thirty (30) days following the Effective Date. Buyer may terminate this Agreement in its sole discretion for any reason, or for no reason at all, by giving written notice of such election to Seller on any day prior to and including the final day of the Inspection Period, in which event the Initial Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2 (a) no longer shall be applicable, and this Agreement shall continue in full force and effect. The Additional Deposit of \$5,000 (FIVE THOUSAND DOLLARS) shall be deposited with the Escrow Agent within one (2) business days after the expiration of the Inspection Period.

(b) If any date on which the expiration of the Inspection Period would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the expiration of the Inspection Period shall occur at 5:00 p.m. Eastern Time Zone (U.S.A.) on the next business day.

(c) Upon any termination of this Agreement as provided in this section 4.2 (or if Seller elects to buy back the Property), Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Real Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Real Property for 100% of the price Buyer paid for such items.

(d) Buyer agrees to diligently pursue completion of all assessments, studies, testing, inspections and Project plans during the Inspection Period.

(e) If, prior to the end of the Inspection Period, Buyer determines that it needs additional time to complete its investigations and assessments of the Real Property, Buyer shall give written notice to Seller requesting a specified extension of the Inspection Period; Seller shall consider such request in its reasonable discretion.

4.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE REAL PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE REAL PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE REAL PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE REAL PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE REAL PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE REAL PROPERTY

AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE REAL PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 10.2, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND THE INDEMNIFIED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE REAL PROPERTY EXCEPT AS MAY ARISE FROM A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF SELLER SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

4.4. Title and Survey Matters. No later than five (5) days prior to the end of the Inspection Period, Buyer shall, at Buyer's sole cost and expense, obtain a title report or commitment issued by a title insurance company licensed to do business in South Carolina (the "Title Commitment") with respect to the Real Property. Buyer may, at Buyer's sole cost and expense, obtain an updated survey or new survey of the Real Property (in either case, the "Survey") no later than five (5) days prior to the end of the Inspection Period. Buyer shall provide Seller with copies of the Title Commitment and the Survey received by Buyer promptly following Buyer's receipt of same. Buyer shall have until the expiration of the Inspection Period to approve or disapprove matters disclosed thereby and to give written notice to Seller ("Objection Notice") of any disapproval thereof, indicating in reasonable detail the nature and reasons for Buyer's objection (any such matter or matters to which Buyer objects, are hereinafter, "Objections"); and failure to give an Objection Notice shall constitute Buyer's approval of all such matters. Within ten (10) days after receiving Buyer's Objection Notice ("Seller's Title Notice Period") Seller shall send notice to Buyer (the "Seller's Response"), advising whether Seller intends to attempt to cure such Objections, but Seller shall have no obligation whatsoever to attempt to cure any such Objections except for mortgages placed on any portion of the Real Property by Seller and mechanics liens encumbering any portion of the Real Property resulting from contracts entered into by Seller, (the "Company Liens"). Seller's failure to timely deliver a Seller's Response shall be deemed Seller's notice it that will not to attempt to cure such Objections. If Seller's Response states that Seller will not to attempt to cure such Objections, Buyer may, within five (5) business days of receipt of Seller's Response, elect to terminate this Agreement by written notice to Seller

in which event the Initial Deposit and any Additional Deposit shall be returned to Buyer; provided, if Buyer does not so terminate this Agreement prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived any Objections other than the Company Liens and agreed to accept title subject thereto, without reduction in the Purchase Price. If Seller's Response states that Seller shall attempt to cure such Objections, Seller shall have until the Closing Date (the "Title Cure Period") within which to cure the Objections. Seller shall be obligated to satisfy any Company Liens and may satisfy same at Closing from its Closing proceeds. Upon notice to Buyer at least three (3) business days prior to the Closing Date, Seller shall have the right to extend the Closing Date for up to thirty (30) days in order to effectuate any such cure. If Seller's Response states its intention to attempt to effectuate such cure and Seller fails to actually effectuate such cure within the Title Cure Period, Buyer's sole rights with respect thereto shall be to terminate this Agreement prior to Closing and receive a refund of the Initial Deposit and any Additional Deposit hereunder; provided if Buyer does not so terminate this Agreement prior to Closing, Buyer shall be deemed to have waived any Objections to any such Title Commitment or Survey matters other than Company Liens, and Buyer shall be deemed to have agreed to accept title subject thereto, without reduction in the Purchase Price.

The parties agree that if the Title Commitment is updated following the expiration of the Inspection Period such that any new title matter that was not of record as of the date of the Title Commitment is disclosed, which is objectionable to Buyer in its reasonable discretion and (i) which arose through Seller following the Effective Date, and (ii) which would have a material adverse effect on the development of the Project on the Real Property, then Buyer shall have the right to object to the same within five (5) business days after the same is disclosed to Buyer (in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the expiration of such five (5) business day period). If such new objection(s) is not cured (provided that Seller shall have no obligation to cure any such objections) prior to the Closing Date, then Buyer shall have the right to terminate this Agreement and receive a prompt refund of the Initial Deposit and any Additional Deposit.

5. Conditions Precedent to Buyer's Obligations. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option) (the "Buyer Conditions"):

5.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and, except for Exception Matters that do not (a) result from Seller's breach of any of its covenants in this Agreement or (b) materially and adversely affect the value to Buyer of the transactions contemplated by this Agreement, shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5.3. Documents and Deliveries. All instruments and documents required on the Seller's part to effectuate this Agreement and the transactions contemplated hereby (including the Seller Closing Documents) shall be delivered to Buyer and shall be in the form and substance consistent with the requirements herein.

5.4. [Intentionally Deleted]

If any of the above Buyer Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Buyer, in its sole and absolute discretion, Buyer, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Buyer Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination under this paragraph, the Initial Deposit and any Additional Deposit shall be returned to Buyer and Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Real Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Real Property for 75% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Buyer Conditions to Closing, unless otherwise agreed, shall be deemed waived by Buyer.

5A. Conditions Precedent to Seller's Obligations. All of Seller's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option) (the "Seller Conditions"):

5A.1 Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5A.2 Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5A.3 Documents and Deliveries. All instruments and documents required on the Buyer's part to effectuate this Agreement and the transactions contemplated hereby (including the Buyer Closing Documents) shall be delivered to Seller and shall be in the form and substance consistent with the requirements herein.

5A. 4 [Intentionally Deleted]

If any of the above Seller Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Seller, in its sole and absolute discretion, Seller, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Seller Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Buyer on or before the Closing Date. Upon any termination under this paragraph, the Initial Deposit and any



Additional Deposit shall be released to the Seller. Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Real Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Real Property for 75% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Seller Conditions to Closing, unless otherwise agreed, shall be deemed waived by Seller.

5B. Agreement Negotiation/Form. Seller and Buyer agree to work cooperatively to agree on a form of each of the agreements set forth in Buyer's Condition to Closing prior to the end of the Inspection Period, each agreement containing such terms and provisions as are reasonably satisfactory to both parties. In the event all or any of the above said agreements have not been finalized to the reasonable satisfaction of the parties herein by the end of the Inspection Period, either Buyer or Seller may terminate this Agreement, whereupon the Initial Deposit and any Additional Deposited shall be returned to Buyer and the rights and obligations of the parties herein shall be deemed terminated except those provisions expressly stated to survive termination. Upon any such termination, Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Real Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Real Property for 100% of the price Buyer paid for such items. Any such notice of termination shall be provided in writing to the other party.

## 6. Pre-Closing Matters.

6.1. Operation of Real Property. From and after the Effective Date of this Agreement, Seller shall operate, maintain and manage the Real Property in the same manner as Seller has in the past. Notwithstanding anything to the contrary in this Agreement, Seller may allow short-term use of the Real Property to support City operations and/or community events and may lease parking on the Real Property for daily, monthly and/or event use, provided that all such uses are terminated prior to the Closing Date and provided further that such use does not unreasonably interfere with Buyer's due diligence hereunder.

6.2. No Marketing of Real Property. During the pendency of this Agreement, Seller shall not enter into any contract or other written agreement for sale of any portion of the Real Property, or cause or allow any party directly or indirectly controlled by Seller to enter into any contract or other written agreement for sale of any portion of the Real Property with any other party, nor will it agree to do so.

6.3. No Liens on Real Property. During the pendency of this Agreement, Seller shall not voluntarily create any liens, easements or other conditions affecting any portion of the Real Property, without the prior written consent of Buyer, unless such lien, easement or other condition will be cancelled or discharged at Closing, and in such case, such consent shall not be unreasonably withheld, conditioned or delayed.

## 7. Closing; Deliveries.

7.1. Time of Closing. The Closing shall take place on the date which is thirty (30) days following the expiration of the Inspection Period (subject, however, to extension pursuant to Section 4.5) or such earlier date as the parties may agree to (such date, the “Closing Date”) at the offices of the Escrow Agent or by mail, under the supervision of Buyer’s and Seller’s South Carolina counsel, unless otherwise agreed to in writing by both Seller and Buyer (the parties hereby agreeing that all deliveries may be mailed into escrow with Escrow Agent and neither party shall be required to appear at the offices of Escrow Agent). If any date on which the Closing would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the Closing shall occur on the next business day.

7.2. Seller Deliveries. At Closing, Seller shall deliver to Escrow Agent the following, each of which shall be in a form reasonably satisfactory to the parties hereto (“Seller Closing Documents”):

7.2.1. A limited warranty deed (the “Deed”) to the Real Property from Seller, duly executed and acknowledged by Seller, subject only to such title matters as are approved (or deemed approved) pursuant to Section 4.5.

7.2.2. A bill of sale for the Personalty from Seller, duly executed by Seller.

7.2.3. An owner's affidavit sufficient for Buyer's title insurer to issue, without extra charge, an owner’s policy of title insurance free of any exceptions for unfiled mechanics’ or materialmen’s liens for work performed by Seller prior to Closing, or for rights of parties in possession; provided that such affidavit shall not contain any indemnifications from the Seller.

7.2.4. A Non-Foreign Affidavit as required by FIRPTA with respect to the sale of the Real Property, duly executed by Seller.

7.2.5. A certification by Seller that all representations and warranties made by Seller in Article 3 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

7.2.6. Keys or combinations to all locks at the Real Property, to the extent in Seller’s possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 7.2.7 available to Buyer at the Real Property in lieu of delivering them to Escrow Agent.

7.2.7. [Intentionally Deleted]

7.2.8. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.3. Buyer Deliveries. At Closing, Buyer shall deliver to Escrow Agent the following:

7.3.1. In accordance with Seller’s instructions, wire transfer in the amounts required under Section 2.2 hereof (subject to the adjustments provided for in this Agreement).

7.3.2. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing.

7.3.3. [Intentionally Deleted]

7.3.4. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

## 8. Apportionments; Taxes; Expenses.

8.1. Apportionments. Buyer shall deliver to Seller a draft settlement statement reflecting the proration of amounts relating to the Real Property on or before five (5) business days prior to Closing.

8.1.1. Taxes and Operating Expenses. All real estate taxes, charges and assessments affecting the Real Property ("Taxes"), and all charges for water, electricity, sewer rental, gas, telephone and all other utilities ("Operating Expenses"), shall be prorated on a per diem basis as of the date of Closing. Buyer shall be entitled to all income and responsible for all expenses for the period beginning at 12:01 a.m. (Eastern Time Zone (U.S.A.)) on the date of Closing, except as set forth herein. If any Taxes have not been finally assessed as of the date of Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far, and shall be re-adjusted when and if final bills are issued. Buyer hereby agrees to assume all non-delinquent assessments affecting the Real Property, whether special or general.

8.1.2. Items Customarily Prorated. Any items not specified in this Section 8.1 which are customarily prorated, apportioned or adjusted in commercial transactions in the State of South Carolina shall be prorated, apportioned or adjusted, as applicable, of the date of Closing.

8.1.3. Correction of Prorations. In the event any prorations, apportionments, adjustments, or computation shall prove to be incorrect for any reason (including errors or omissions), then either party shall be entitled to an adjustment to correct the same within thirty (30) days after written notice to the other party, provided that all such adjustments shall be made, if at all, on or before a date which is one hundred fifty (150) days after the calendar year in which the Closing occurs.

8.1.4. Survival. The provisions of this Section 8.1 shall survive the Closing to the extent any monies may be payable pursuant to this Section 8.1 to either party subsequent to the transfer of title to the Real Property to Buyer.

8.2. Closing Costs. Buyer shall pay transfer taxes and documentary stamps and/or similar taxes or charges and costs (other than recording or filing fees) due upon the transfer of the Real Property in Columbia, South Carolina in connection with the transaction contemplated hereby, and payment of all Company Liens, if applicable. Buyer agrees to pay recording costs imposed upon recordation of the Deed for the Real Property. Buyer shall also pay all title insurance

premiums and costs (including the costs of endorsements), the cost of the Survey, the costs of its due diligence studies and reports, and the costs and fees of the Escrow Agent. Seller and Buyer shall each pay the costs of its own counsel.

9. Damage or Destruction; Condemnation; Insurance.

If at any time prior to the date of Closing there is damage or destruction to the Real Property, the cost for repair of which exceeds an amount equal to \$200,000 and the Real Property cannot be restored to its original condition prior to Closing, or if all or any material portion of the Real Property is condemned or taken by eminent domain proceedings by any public authority, then, at the option of Buyer, this Agreement shall terminate, and the Initial Deposit and any Additional Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any damage or destruction or condemnation or taking, regardless of the cost of any repair, and if Buyer elects not to terminate this Agreement as therein provided, then (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing; and (2) in the case of a casualty, Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, and Seller's deductible shall be a credit to Buyer against the Real Property Purchase Price.

10. Remedies.

10.1. Pre-Closing Buyer Default. In the event Buyer breaches or fails, without legal excuse to complete the purchase of the Real Property or to perform its obligations under this Agreement, then Seller shall, as its sole remedy therefore, be entitled to receive the Initial Deposit and any Additional Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default (other than with respect to the indemnification and restoration obligations of Buyer contained herein). Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

10.2. Pre-Closing Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Real Property or to perform its pre-Closing obligations under this Agreement or if any of Seller's representations contained herein was untrue in any material respect as of the date of this Agreement and the Closing Date, Buyer may, as its sole remedy therefor, subject to Section 3A(b), either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive a return of the Initial Deposit, any Additional Deposit, and reimburse Buyer for all of Buyer's out-of-pocket expense not to exceed \$15,000.00. Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive the funds as set forth in subsection (ii) above if Buyer fails to provide Seller with written notice,

within thirty (30) days following the date upon which the Closing was to have occurred, of Buyer's intent to file a suit for specific performance or if Buyer fails to file such suit within sixty (60) days after such written notice.

11. Confidentiality. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Real Property in accordance with Section 4. hereof, any of the documents, material or information regarding the Real Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation any environmental site assessment reports furnished to Buyer except to Buyer's consultants, accountants, attorneys, agents, advisors, investors, lenders and other similar parties on a "need to know" basis. In addition, prior to and after the Closing, Buyer shall not issue any press release or other information to the public regarding the transaction contemplated herein, except as may be expressly approved in advance by Seller; provided that Buyer may issue press releases following the Closing as long as the same do not name or identify Seller or any Affiliate of Seller. Notwithstanding the foregoing, Buyer and Seller shall be permitted to make such disclosures as are required by the law, including the securities laws and laws relating to financial reporting and laws and regulations applicable to Seller as a governmental entity. Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including, without limitation, reasonable attorneys' fees) arising out of Buyer's breach of this Section 11. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Possession. Possession of the Real Property shall be surrendered to Buyer at Closing.

13. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

City of Columbia, South Carolina  
Attn: Teresa Wilson  
1737 Main Street  
Columbia, South Carolina 29201  
Email: [Teresa.wilson@columbiasc.gov](mailto:Teresa.wilson@columbiasc.gov)

With a copy to:

Dana Thye  
1737 Main Street  
Columbia, South Carolina 29201  
E-mail: [dana.thye@columbiasc.gov](mailto:dana.thye@columbiasc.gov)

and

Jeff Palen  
 1737 Main Street  
 Columbia, South Carolina 29201  
 E-mail: [jeff.palen@columbiasc.gov](mailto:jeff.palen@columbiasc.gov)

If to Buyer:

Grommet LLC

\_\_\_\_\_  
 Email : \_\_\_\_\_

With a copy to:

Trinity Partners  
 Rob Lapin  
 1501 Main Street, Suite 410  
 Columbia SC 29201  
 Email: [rlapin@trinity-partners.com](mailto:rlapin@trinity-partners.com)

If to the Escrow Agent to:

Lott & Searcy, LLP  
 Tom Runge  
 3022 Millwood Avenue  
 Columbia, SC 29205  
 Email: [trunge@lottandsearcy.com](mailto:trunge@lottandsearcy.com)

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by facsimile or email transmission (provided that such facsimile or email transmission is confirmed by the sender by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

1. Brokers. Buyer is represented by Rob Lapin with Trinity Partners. Seller is not represented by any broker or agent in connection with this transaction. Seller agrees to pay a commission of 3% associated with this transaction.

2. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:



2.1. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

2.2. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

2.3. Escrow Agent Liability. The Escrow Agent shall not incur any liability in connection with the performance of its duties under this Agreement unless the Escrow Agent acts in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement.

2.4. Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

2.5. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

2.6. Interest. All deposits into the escrow shall be held by the Escrow Agent in a non-interest bearing account.

2.7. Conflict. Seller and Buyer acknowledge that Escrow Agent is also representing Buyer in the transaction contemplated by this Agreement and no conflict exists, or to the extent a conflict does exist, the parties waive any such conflict.

3. Representations of Buyer. Buyer represents and warrants to Seller that:

3.1. Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of South Carolina, duly qualified to transact business in the State of South Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

3.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

3.3. Source of Funds. Buyer shall have the right to obtain financing in connection with its purchase of the Real Property, however Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining financing for the purchase of the Real Property.

3.3.1. Like Kind Exchange. Purchaser and Seller acknowledge that in connection with closing the transaction that is the subject of this Agreement, the buyer hereto may be participating in or consummating a tax-deferred like-kind exchange of property under Section 1031 of the Internal Revenue Code of 1986, as amended. Each party agrees to reasonably cooperate with the other and to execute all documents reasonably necessary to accomplish such exchange, provided that the cooperating party's obligations and liabilities upon consummation of such exchange do not exceed its obligations under this Agreement and that the party effectuating such exchange shall indemnify and hold the cooperating party harmless from any claims or liabilities arising from such exchange in excess of the cooperating party's obligations under this Agreement. In addition, if either party uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release, or absolve such party of its obligations to the other party hereunder

3.4. Bankruptcy Matters. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally, and Buyer has not planned or contemplated, and is not planning or contemplating, any of the foregoing.

3.5. OFAC. Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any of its affiliates (i) is listed on any of the Lists, (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September

24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

4. Miscellaneous.

4.1. Assignability. Buyer may not assign this Agreement without first obtaining Seller's written consent, provided however, Buyer may assign this Agreement to an entity controlled by Buyer without the consent of Seller. In such event, the assignee shall assume all the obligations of Buyer hereunder and Buyer shall also remain fully liable under this Agreement. Any assignment in contravention of this provision shall be void. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder and shall be bound by any covenant of Buyer hereunder, as if the assignee were the original signatory hereto.

4.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of South Carolina and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

4.3. Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

4.4. Time of the Essence. Time is of the essence as to the obligations of Buyer under each and every provision of this Agreement.

4.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

4.6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

4.8. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Real Property is located.

4.9. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Real Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

4.10. Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

4.11. Business Days. The phrase “business days” as used herein shall mean the days of Monday through Friday, excepting only federal holidays.

17.12 Attorneys Fees. In the event of any litigation arising out this Agreement, the reasonable attorney’s fees and costs incurred by the prevailing party shall be paid by the non-prevailing party.

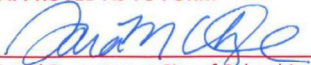
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

**SELLER:**

**CITY OF COLUMBIA, SOUTH CAROLINA**

By: \_\_\_\_\_  
 Name: Teresa Wilson  
 Title: City Manager  
 Date: \_\_\_\_\_

APPROVED AS TO FORM

  
 Legal Department City of Columbia, SC

11/15/2024

**BUYER:**

**Grommet LLC**  
 a South Carolina limited Liability Company

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ESCROW AGENT:**

Lott & Searcy, LLP

By: \_\_\_\_\_

Name:

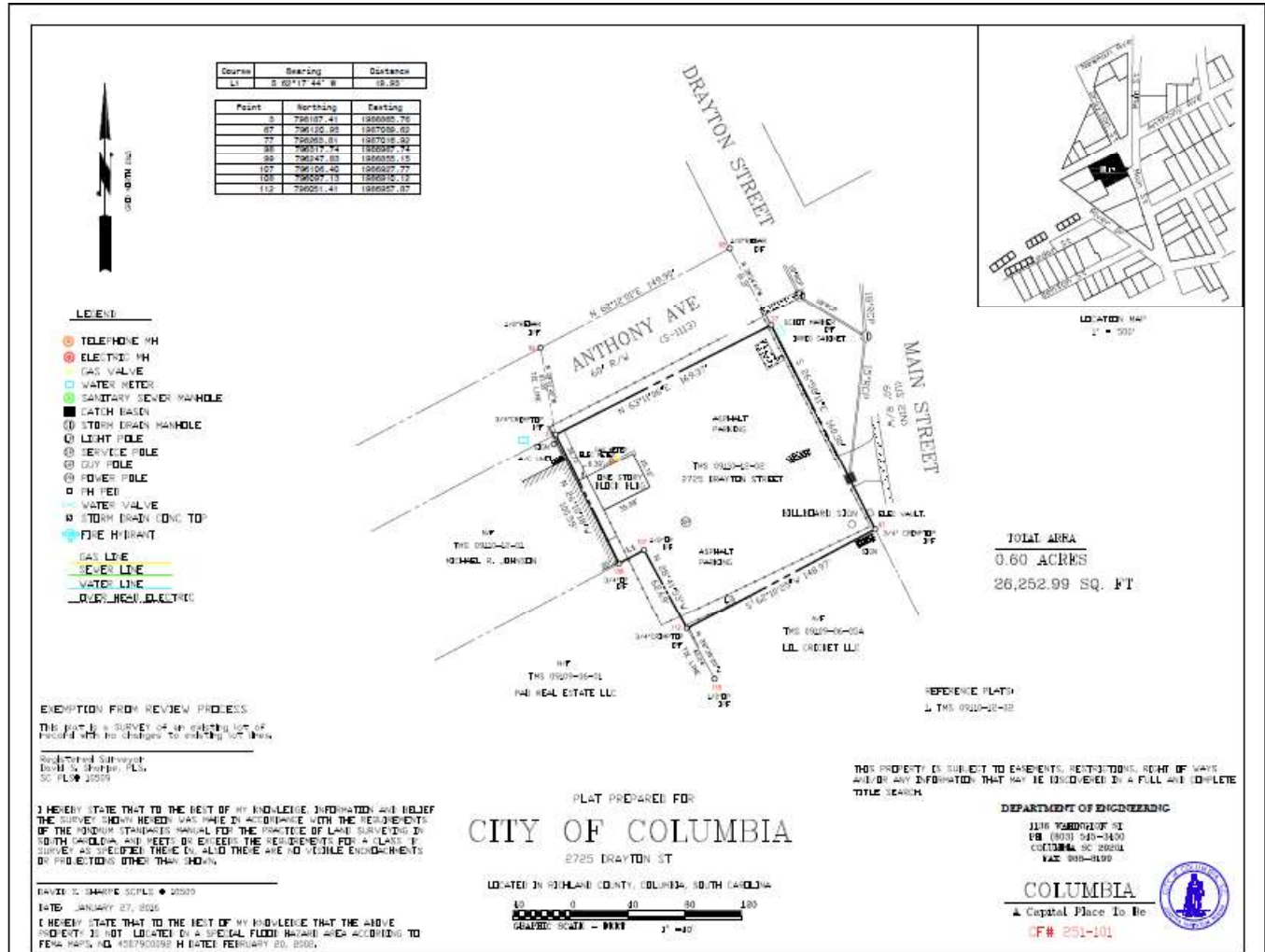
Title: \_\_\_\_\_



**LIST OF EXHIBITS**

- |                  |   |                                                                  |
|------------------|---|------------------------------------------------------------------|
| <b>Exhibit A</b> | - | <b>Property Plat</b>                                             |
| <b>Exhibit B</b> | - | <b>Phase 1 Environmental Site Assessment dated July 23, 2015</b> |
| <b>Exhibit C</b> | - | <b>Pending Litigation</b>                                        |
| <b>Exhibit D</b> | - | <b>Property Materials</b>                                        |

## EXHIBIT A

Property Plat

**EXHIBIT B****Phase 1 Environmental Assessment dated July 23, 2016**

**EXHIBIT C**Pending Litigation

NONE

**EXHIBIT D****Property Materials**

**[to the extent in Seller's possession]**

- a) Existing title policy and survey.
- b) Environmental Report from July 2016.

2725 Drayton Street / Main Street  
Columbia, South Carolina

Richland County TMS #09110-12-02

## Phase I Environmental Site Assessment (Revised)

July 23, 2015

ARM Project #07-318-15

Prepared For:

City of Columbia Parking Division  
P.O. Box 734  
Columbia, South Carolina 29202

&

City of Columbia Brownfields Program  
c/o Cardno, Inc.  
Columbia, South Carolina



1210 1<sup>st</sup> STREET SOUTH EXTENSION / COLUMBIA, SC 29209 / phone 803-783-3314 fax 803-783-2587



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## 1.0 Summary

ARM Environmental Services, Inc. (ARM) has completed a Phase I Environmental Site Assessment (ESA) of the property delineated as Richland County TMS #09110-12-02. The property address is listed as 2725 Drayton Street by the Richland County Tax Assessor's office; however, this portion of Drayton Street no longer exists and the property fronts Main Street, in Columbia, South Carolina. It also appears based on city directory research that the subject property has historically used the 2725 Main Street address. The subject property is developed with a small building and a large asphalt parking lot. This assessment was performed in general accordance with the standards set forth in ASTM Designation E 1527-13, Standard Practice for Environmental Site Assessments (ESA): Phase I Environmental Site Assessment Process. The purpose of this assessment was to identify any Recognized Environmental Conditions (RECs) present on, or located in close proximity to, the subject property.

The subject property was developed with residences by 1919. The subject property was redeveloped as an automobile sales lot by approximately 1960. No other significant reuse of the property since that time was apparent in the historical sources reviewed. The following RECs have been identified:

- An underground storage tank (UST) was formerly located on the subject property. Based on the lack of information regarding this former UST, this item is considered to represent a low to moderate potential for adverse environmental impact to the subject property. The potential for subsurface contamination also indicates the potential for a Vapor Encroachment Condition (VEC) on the subject property.
- The garage bay room in the rear portion of the building includes a large floor drain in the center of the concrete floor. The nature of this floor drain is unknown; however, based on the automotive history of the subject property, it is possible that the drain received waste oils or other automotive fluids.
- The Arnold's Cleaners drycleaning site is located approximately 270 feet south of the subject property. The Arnold's site is considered to represent a low to moderate potential for adverse impact to the subject property. A VEC from this site can also not be ruled out.
- A gasoline filling station was previously located approximately 100 feet to the west of the subject property at the southeastern corner of Anthony Drive and River Avenue. This site is considered to represent a moderate potential for adverse impact to the subject property. A VEC from this site also cannot be ruled out.
- A gasoline filling station was previously located approximately 130 feet to the west of the subject property at the northeastern corner of Anthony Drive and River Avenue. This site is considered to represent a moderate potential for adverse impact to the subject property. A VEC from this site also cannot be ruled out.
- The property located adjacent to the west of the southwestern portion of the subject property has been a convenience store and ice delivery company, and as such would

possibly have had fuel USTs. This site is considered to represent a low to moderate potential for adverse impact to the subject property. A VEC from this site also cannot be ruled out.

Additionally, while not considered to be a REC, several subject property building materials have been documented to contain asbestos. The following building materials were found to be ACMs:

- o Window caulk around exterior wooden window framing
- o Transite siding on exterior of building
- o Roof vent mastic
- o Roof flashing material
- o 9" x 9" tan floor tile under carpet
- o 9" x 9" gray vinyl floor tile in closet

It is recommended that all ACMs be removed by a licensed asbestos abatement contractor prior to building demolition or any other activity that may disturb the materials. The complete asbestos survey report will be provided under separate cover.

## **2.0 Introduction**

Pursuant to authorization from Cardno, Inc., ARM has completed a Phase I ESA of the property delineated as Richland County TMS #09110-12-02. The property address is listed as 2725 Drayton Street by the Richland County Tax Assessor's office; however, this portion of Drayton Street no longer exists and the property fronts Main Street, in Columbia, South Carolina. It also appears based on city directory research that the subject property has historically used the 2725 Main Street address. The subject property is developed with a small building and a large asphalt parking lot. For the purposes of this report, the referenced property will be referred to as the "subject property."

### **2.1 Purpose**

The purpose of this assessment was to identify any RECs or liabilities present on, or located in close proximity to, the subject property. The term *recognized environmental conditions* means the presence, or likely presence, of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment (ASTM E 1527-13).

### **2.2 Detailed Scope of Services**

This assessment was conducted in general accordance with ASTM Standard E 1527-13 for Phase I ESAs. Per this standard, the ESA is composed of four parts. They are (1) Records Review, (2) Site Reconnaissance, (3) Interviews, and (4) Report.

### **2.3 Significant Assumptions**

The purpose of this study is to define and report RECs. This study does not address or relate to "de minimis" conditions that do not present a material threat to health or the environment and generally would not be the subject of an enforcement action by a governmental agency. It is assumed that the user of this ESA expects this study to constitute all appropriate inquiry in order to satisfy one of the requirements to qualify for one or more of the landowner liability protections (LLPs) to CERCLA liability.

This environmental assessment was accomplished based on customary practices and the type of property involved. The following are some issues or conditions which are outside the scope of work for a Phase I ESA as defined by ASTM E 1527: Asbestos Containing Materials, Radon, Lead-Based Paint, Lead in Drinking Water, Wetlands, Regulatory Compliance, Cultural and Historic Resources, Industrial Hygiene, Health and Safety, Ecological Resources, Endangered Species, Flood Plains/Flood Ways, Indoor Air Quality, and High Voltage Power Lines.

The accuracy of this environmental assessment partially depends on information provided by others. ARM cannot be responsible for the accuracy of information provided by other entities or persons. However, we have no reason to suspect that any of the information provided is inaccurate. With regard to the interviews, it is assumed that those interviewed responded in good faith and honestly.

ARM assumes no liability for changes in the fair market value of the property as a result of the performance of the environmental assessment activities, or disclosures of environmental conditions relating to the property.

## **2.4 Limitations and Exceptions of Assessment**

This study was accomplished using the ASTM E 1527-13 guidelines for all appropriate inquiry and the environmental professional's best judgment. The environmental site assessment cannot wholly eliminate uncertainty regarding the potential for environmental conditions to exist on the subject site or adjoining properties. Performance of the study under the referenced ASTM guidelines is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the subject property. ASTM recognizes reasonable limits with regard to time and cost.

## **2.5 Special Terms and Conditions**

This scope of work has been conducted for the City of Columbia Parking Division and the City of Columbia Brownfields Program, c/o Cardno, Inc.

## **2.6 User Reliance**

This scope of work has been conducted solely for the parties identified on the cover sheet of this report. ARM has no present or contemplated future interest in the inspected property. User reliance may be amended by letter to include other parties, such as involved lenders, as deemed appropriate by ARM **and** pursuant to permission granted to ARM from the originally identified client.

## **3.0 Site Description**

A general site description, site location, uses of adjacent properties, and general background information for the subject property is summarized in the following sections. Photographic documentation of the subject property is included in Appendix 17.3.

### **3.1 Location and Description**

The subject property is located at 2725 Main Street, in Columbia, South Carolina and is developed with a small building and a large asphalt parking lot. The subject property location is indicated on Figure 1 included in Appendix 17.1. A site plan showing the

general subject property layout and approximate boundaries is included as Figure 2 in Appendix 17.2.

### **3.2 Site and Vicinity General Characteristics**

The subject property is described in Section 3.1 and 3.4. The general vicinity of the subject property is primarily commercial and residential.

### **3.3 Current Use of the Property**

The subject property appears to have been vacant since the mid 2000s but was most recently used as a used car sales lot.

### **3.4 Descriptions of Structures, Roads, and Improvements on Site**

The subject property is approximately 0.6 acre. The subject property is developed with a small slab on grade wooden framed building with transite siding, which is approximately 1,200 square feet in size. The building is single story and has a flat roof with a shingled overhang.

According to the owner, electricity and natural gas are provided by South Carolina Electric & Gas (SCE&G). The owner has also indicated that the subject property is connected to City of Columbia water and sewer services.

### **3.5 Current Uses of Adjoining Properties**

North – A used car sales lot, a business consulting company, and a bank are located across Anthony Avenue to the north of the subject property.

East – A vacant property that is used for a periodic community farmers market is located across Main Street to the east of the subject property.

South – A Lil Cricket gas station and convenience store is located adjacent to the south of the subject property.

West – Capitol Dental Group and a vacant former convenience store are located adjacent to the west of the subject property.



## **4.0 User Provided Information**

A User questionnaire was provided to Mr. Fred Delk, Executive Director of the Columbia Development Corporation.

### **4.1 Title Records**

Chain of title information was not provided by the User by the time of this report. Chain of title information was not available on the Richland County website at <http://www4.rcgov.us>.

### **4.2 Environmental Liens or Activity and Use Limitations (AULs)**

No environmental liens or AULs were reported by the User.

### **4.3 Specialized Knowledge**

No specialized knowledge regarding the subject property was provided.

### **4.4 Commonly Known or Reasonably Ascertainable Information**

No commonly known or reasonably ascertainable information regarding the subject property or surrounding area was provided.

### **4.5 Valuation Reduction for Environmental Issues**

No valuation reduction for environmental issues was reported.

### **4.6 Owner, Property Manager, and Occupant Information**

According to Richland County tax assessment information the subject property is currently owned by Pinnacle, Inc. Mr. Jim Papadea is the ownership contact for the subject property. The subject property is not currently occupied.

### **4.7 Reason for Performing Phase I**

The Phase I ESA has been requested by the User to document the environmental conditions on the subject property prior to purchase as standard due diligence.

### **4.8 Other**

No other typically User provided information was obtained.

## **5.0 Records Review**

### **5.1 Standard Environmental Record Sources**

Federal and State regulatory databases were reviewed to further identify any known sources of contamination located within a one mile or one-half mile radius of the subject property. The Federal records searched during this assessment included sites which handle or dispose of hazardous wastes or hazardous materials, and sites which otherwise have been identified to have air, soil, or groundwater contamination. The State records reviewed included hazardous waste sites, landfills, and sites with registered or leaking underground storage tanks. The environmental record search information is provided by Environmental Data Resources, Inc. (EDR).

The regulatory databases and target radius for each database are as follows:

#### **Federal Databases**

|                 |                                                                                                                                                  |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| NPL             | National Priorities List (1.0 mile radius, 0.5 if delisted)                                                                                      |
| CERCLIS         | EPA Comprehensive Environmental Response, Cleanup and Liability Information System (0.5 mile radius)                                             |
| CERCLIS NFRAP   | CERCLIS No Further Remedial Action Planned (property and adjoining property)                                                                     |
| RCRA CORRACTS   | Resource Conservation and Recovery Act Facilities that have been notified by the EPA to undertake corrective action under RCRA (1.0 mile radius) |
| RCRA TSD        | RCRA Non-CORRACTS Treatment/Storage/Disposal Facilities (0.5 mile radius)                                                                        |
| RCRA Generators | RCRA generators of hazardous waste (property and adjoining property)                                                                             |
| AULs            | Activity and use limitations – legal or physical restrictions or limitations on use (property)                                                   |
| ERNS            | Emergency Response Notification System (property)                                                                                                |

#### **State Databases**

|                    |                                                          |
|--------------------|----------------------------------------------------------|
| SHWS               |                                                          |
| Equivalent NPL     | (1.0 mile radius)                                        |
| Equivalent CERCLIS | (0.5 mile radius)                                        |
| SWF/LF             | Landfill/Solid Waste (0.5 mile radius)                   |
| LUST               | Leaking Underground Storage Tank sites (0.5 mile radius) |
| RUST               | Registered Underground Storage Tank sites                |

|                         |                                   |
|-------------------------|-----------------------------------|
|                         | (property and adjoining property) |
| AULs                    | (property)                        |
| Voluntary Cleanup Sites | (0.5 mile radius)                 |
| Brownfield Sites        | (0.5 mile radius)                 |

### **Regulated Facilities**

The following regulated sites were identified within the research distances from the subject property as defined above. Additional regulatory database descriptions are included in Section 17.5.

- Cricket 3879  
2715 Main Street, located adjacent to the south of the subject property  
RUST site, DHEC ID #18948
- Taylor Site  
2730 Main Street, located approximately 130 feet east-northeast of the subject property  
LUST site, DHEC ID# 15975
- Arnold's Cleaners  
2601 North Main Street, located approximately 270 feet south-southeast of the subject property  
SHWS, DHEC ID #SCDRY0053998 ; SC Drycleaners, DHEC ID #53998 ; RUST site, DHEC ID #17991 ; Spill Incident #41145638
- Former Krispy Kreme  
2548 Main Street, located approximately 600 feet south-southeast of the subject property  
LUST site, DHEC ID #16012
- 2510 North Main Street  
2510 North Main Street, located approximately 780 feet south of the subject property  
US Brownfield site
- Former Commercial Warehouse  
2965 North Main Street, located approximately 1,300 feet north of the subject property  
LUST site, DHEC ID #18988
- SC Department of Health and Environmental Control  
2600 Bull Street, located approximately 1,850 feet northeast of the subject property  
LUST site, DHEC ID #12598 and #14022
- Kershaw Tire, Inc.  
3300 Main Street, located approximately 2,300 feet north of the subject property  
LUST site, DHEC ID #15934

- Former Ed Robinson Laundry  
2231 Main Street, located approximately 2,340 feet south-southeast of the subject property  
SHWS, DHEC ID #SCDRY0056169 ; SC Drycleaners, DHEC ID #56169
- Newmans 66  
3321 Main Street, located approximately 2,790 feet north of the subject property  
LUST site, DHEC ID #09705
- Spur Station 1215  
3320 North Main Street, located approximately 2,800 feet north of the subject property  
LUST site, DHEC ID #07715
- Salvation Army Property  
2025 Main Street, located approximately 3,230 feet south-southeast of the subject property  
SHWS site, DHEC ID #SCS123457160 ; VCP site, SC Brownfield, DHEC file #57665
- Former Steam Plant  
2100 Bull Street, located approximately 3,620 feet southeast of the subject property  
SHWS, DHEC ID #SCS123457147
- Falling Springs Road Tract  
Intersection of Sunset Drive and Falling Springs Road, located approximately 3,860 feet northwest of the subject property  
SHWS, DHEC ID #SCS123457067 ; VCP site, SC Brownfield, DHEC file #57395
- Bank of America Plaza and Parking Garage  
1901 Main Street, located approximately 3,950 feet south-southeast of the subject property  
SHWS, DHEC ID #SCS123457486 ; Voluntary Cleanup Program (VCP) site, DHEC file #58066
- Former Lexington Drycleaning  
3504 River Drive, located approximately 4,160 feet northwest of the subject property  
SHWS, DHEC ID #SCDRY0056186 ; SC Drycleaners, DHEC ID #56186
- Quaker Chemical Company, Inc.  
1212 Elmore Street, located approximately 4,770 feet north of the subject property  
RCRA CORRACTS site, EPA ID #SCR000777037
- 1712 Main Street  
1712 Main Street, located approximately 5,000 feet south-southeast of the subject property  
SHWS, DHEC ID #SCS123457327 ; VCP site, DHEC file #57921

## **Regulatory Summary**

The Cricket 3879 site is a RUST site. One 12,000 gallon gasoline UST and one 8,000 gallon gasoline UST are located approximately 100 feet south of the subject property. No UST releases have been reported. The UST system was put into operation in December of 2003 and is in compliance with DHEC regulations regarding leak detection, spill prevention, and overfill protection. The site is located cross gradient to the subject property. Based on the available information, the Cricket 3879 site is currently considered to represent a low potential for adverse impact to the subject property.

The Arnold's Cleaners site is a drycleaning business located approximately 270 feet south of the subject property. The site is located cross gradient to the subject property and is included on the DHEC Drycleaners Restoration Trust Fund database with a high priority ranking. Based on the proximity to the subject property, the cross gradient position relative to the subject property, and the significant potential for drycleaning operations to cause soil and groundwater contamination, the Arnold's site is considered to represent a low to moderate potential for adverse impact to the subject property.

Several other regulated sites were identified within the research distances of the subject property. Based on the available information and the locations of the other listed sites relative to the subject property, the other listed sites are considered to represent a low potential for adverse impact to the subject property.

## **5.2 Additional Environmental Record Sources**

Additional environmental record sources (ASTM non-standard), as listed in the search of environmental databases provided by EDR, were reviewed as they were encountered in the EDR report and as considered appropriate. Any pertinent listings are included along with the standard listings in Section 5.1.

## **5.3 Vapor Encroachment Conditions**

In order to evaluate the potential for chemicals of concern (COC) to have impacted the subject property through vapor encroachment, a Tier I Vapor Encroachment Screening, per the ASTM E2600-10 standard was conducted. The purpose of the Tier I Screening is to identify potential vapor encroachment conditions (VECs) that may exist and may impact the subject property. A VEC is defined as the presence or likely presence of COC vapors in the subsurface of the subject property caused by the release of vapors from contaminated soil or groundwater either on or near the subject property. The Tier I screening process involves the review of standard environmental record sources and standard historical sources (which have been included as part of the Phase I ESA) in order to identify potentially contaminated sites within a prescribed area of concern (AOC). The AOC is generally 1/3 mile for non-petroleum COC and 1/10 mile for petroleum COC. Depending on such factors as topography, known groundwater flow direction and

estimated contaminated groundwater plume width, the AOC may be reduced to a Critical Distance.

The following information pertaining to potential VECs is provided:

- The Arnold's Cleaners site is located approximately 270 feet south-southeast of the subject property. Information related to the extent of possible chlorinated solvent contamination originating from this site was not readily available within the scope of this assessment. The site is considered to represent a REC with respect to the subject property, and based on the close proximity, cross gradient position, and the potential for groundwater contamination, a VEC can also not be ruled out.
- The other sites listed in Section 5.1 have been ruled out due to distances outside the AOC, and/or the critical distance for downgradient sites for vapor encroachment screening, or due to the local hydrogeological conditions inferred from surface topography and surface drainage flow.
- As discussed below in the historical review section, a gasoline filling station was previously located in close proximity to the west of the subject property at the southeastern corner of Anthony Drive and River Avenue. A gasoline filling station was also previously located in close proximity to the west of the subject property at the northeastern corner of Anthony Drive and River Avenue. Each of these sites was located within approximately 150 feet and upgradient of the subject property. The property located adjacent to the west of the southwestern portion of the subject property has also been a convenience store and ice delivery company, and as such would possibly have had USTs. These sites were not evident in the review of available environmental regulatory database information. Based on the lack of information pertaining to contamination potentially originating from these sites and the proximity and upgradient positions, a VEC from these former sites cannot be ruled out.

#### **5.4 Physical Setting Sources**

ARM reviewed the following sources regarding the physical setting of the subject property and surrounding area:

- USGS Topographic Map, 7.5 minute series – Columbia, North, (SC) Quadrangle, dated 1972 (Photo Revised / Inspected 1990).

According to the contour lines on the USGS topographic maps reviewed for this assessment, the subject property is located approximately 300 feet above mean sea level. Topography in the general vicinity of the subject property is varied, but generally slopes toward the subject property from the west and away from the subject property to the east. Smith Branch is located approximately 2,000 feet north of the subject property.



## **5.5 Historical Use Information on the Property**

### **Previous Ownership and Use Information**

Chain of title information was not provided by the User by the time of this report. Chain of title information was also not available on the Richland County website. Mr. Papadea did not indicate exactly how long he has been associated with the ownership of the subject property, other than to say it has been a long time.

### **Aerial Photographs**

Historical aerial photographs dated 1938, 1943, 1951, 1955, 1961, 1966, 1970, 1983, 1989, 1994, 2005, 2006, and 2011 were obtained from EDR. The conditions in the aerial photographs appeared as follows:

1936, 1943 – The subject property appears to be developed residentially. Adjacent properties also appear residential or vacant in nature. The general vicinity appears to be a residential and commercial portion of Columbia.

1951, 1955 – The subject property appears to be developed residentially. Adjacent properties appear residential or commercial in nature. The general vicinity appears to be a residential and commercial portion of Columbia.

1966, 1970, 1983, 1989, 1994 – The subject property appears developed as an automobile sales lot. Adjacent properties appear residential or commercial in nature. The general vicinity appears to be a residential and commercial portion of Columbia.

2005, 2006 – The subject property appears developed as an automobile sales lot. Adjacent properties appear commercial. The property located adjacent to the south appears to be developed as the Cricket gas station.

2011 – Conditions appears much the same as in the 2005 and 2006 photographs; however, the subject property appears to be vacant except for the small building on site.

### **Historical Sanborn Fire Insurance Maps**

Historical Sanborn Fire Insurance Maps, from the years 1919, 1950, 1956, and 1965 were provided by EDR, Inc. Descriptions of each map are as follows:

1919 – The subject property appears developed with three residential dwellings. Adjacent properties appear residential. However, map coverage does not extend to the east, across Main Street. The general vicinity appears primarily residential.

1950 – The subject property appears developed with three residential buildings and smaller ancillary structures. Properties located adjacent to the north and west are

developed with residences. The property located adjacent to the south appears to be developed with a restaurant. The property located across Main Street to the east is developed with a gasoline filling station.

1956 - The subject property is developed with one residence. The properties located adjacent to the north and west are developed with residences. The property located adjacent to the south is developed with a small restaurant, a parking lot and several stores. A gasoline filling station is located across Main Street to the east of the subject property. Gasoline filling stations are also located in close proximity to the west of the subject property at the northeastern and southeastern corners of Anthony Drive and River Avenue.

1965 – The subject property is developed as a used automobile sales lot. The properties located adjacent to the north and west are developed with residences. The property located adjacent to the south is developed with a small restaurant, a parking lot and several stores. A gasoline filling station is located across Main Street to the east of the subject property. Gasoline filling stations are also located in close proximity to the west of the subject property at the northeastern and southeastern corners of Anthony Drive and River Avenue.

### **Historical City Directories**

Historical city directories were reviewed at the Richland County Public Library at 1 to 10 year intervals. The earliest city directory reviewed was dated 1913. Listings for Drayton Street and for Main Street were reviewed; however, the subject property was primarily listed as a Main Street address. Based on cross reference with the Sanborn maps, the subject property appears to have included 2719 through 2725. The listings for the subject property addresses are as follows:

- 1913 – The listings do not go as far as the subject property address
- 1923 – Residential listings
- 1932 – Residential and/or vacant listings
- 1940 – Residential listings
- 1950 – Residential listings
- 1960 – Vacant (2719 – 2721); Ginn Motors Used Cars (2725)
- 1970 – Vacant (2725)
- 1980 – No listing
- 1990 – Gene's Used Cars (2725)
- 2000 – Renates Auto – Used Cars (2725)
- 2010 – No listing

Additionally, a building located adjacent to the southwest of the subject property appears to have been a former convenience store. The 1985 city directory lists this site as Majik Market at 2644 River Drive. The Richland County Tax Assessors website also lists this property as being owned by City Ice Delivery Company from 1966 to 1987. Majik Market

was a known convenience store / gas station chain and ice company businesses often also had USTs for fleet fueling.

### **Summary of Historical Information**

The available historical information indicates that the subject property was developed with residences by 1919. The subject property was redeveloped as an automobile sales lot by approximately 1960. No other significant reuse of the property since that time was apparent in the historical sources reviewed. Although the first undeveloped use of the subject property prior to 1940 was not identified through the review of available standard historical sources, based on the apparent residential history of the subject property area, it is not expected that the subject property would have been used for commercial purposes prior to 1919. Therefore this data failure is not considered to significantly affect the ability of the environmental professional to identify RECs with respect to the subject property.

### **5.6 Historical Use Information on Adjoining and Nearby Properties**

Historical uses of adjoining properties were identified to the extent that this information was revealed during the historical investigation of the subject property itself. Properties located adjacent to and near the subject property have been primarily residential and later commercial, including the gasoline station currently located adjacent to the south of the subject property. Several other gasoline service stations and a drycleaning business have also been located in the immediate vicinity of the subject property.

## **6.0 Site Reconnaissance**

### **6.1 Methodology and Limiting Conditions**

ARM personnel performed the site walkover/ reconnaissance on July 13, 2015 and July 17, 2015, in order to obtain any information that may indicate RECs. Representative photographs of the subject property were taken and are included in Appendix 17.3.

### **6.2 General Site Setting**

The subject property location is indicated on Figure 1 included in Appendix 17.1. A site plan showing the general subject property layout is included as Figure 2 in Appendix 17.2. Sections 3.1, 3.2 and 3.4 of this report detail the general setting of the subject property. The adjoining properties have been described in Section 3.5 of this report. The pertinent information collected during the site inspection is summarized in the following sections.

### **6.3 Exterior Observations**

The boundaries of the subject property were inspected as accessible. Adjacent properties are described in previous sections. Access to the subject property is from Main Street to the east and Anthony Avenue to the north.

The subject property is developed with a small slab on grade wooden framed building with transite siding, which is approximately 1,200 square feet in size. The building is single story and has a flat roof with a shingled overhang. A large asphalt paved parking lot occupies most of the subject property. A chain-link fence surrounds the subject property with gates on the eastern and northern sides.

An unpaved depression in the ground surface, measuring approximately 15 feet by 15 feet, is located just to the south of the building on site. According to the Mr. Papadea, this depression is the former location of a fuel UST. Mr. Papadea was unsure of the original purpose of the UST; however, he indicated that it was removed many years ago and documentation was provided to DHEC. Mr. Papadea indicated that no soil contamination was apparent at the time of the UST removal.

A small oval shaped concrete pad is located on the eastern portion of the subject property and appears to have been used for a sign platform. Smaller, circular concrete pads with metal piping in the ground appear to have been sign or fence posts.

A circular depression in the asphalt, measuring approximately 3 feet by 3 feet, is also located on the eastern portion of the subject property. The cause of this depression is not known; however, it may be due to a void beneath the ground surface, such as a dug well for one of the former residences, or a former structure basement. The depression appears to have been filled in at some point with concrete and also includes brick and concrete rubble.

#### **6.4 Interior Observations**

The interior of the subject building appears to generally be in fair to poor condition. The interior consists primarily of office space with wood paneled walls. Carpeting is present over much of the floor. Vinyl floor tile is also present in places. The office ceilings are comprised of small interlocking ceiling tiles. A small garage bay type room is located in the rear of the building and includes a concrete floor, concrete walls, and a sheetrock ceiling.

The garage bay room in the rear portion of the building includes a large floor drain in the center of the concrete floor. The nature of this floor drain is unknown; however, based on the automotive history of the subject property, it is possible that the drain received waste oils or other automotive fluids. The flooring did not appear heavily stained with oil. Paint overspray was apparent on the concrete walls of the room indicating that the room may have been used for touch-up painting of automobiles.

An asbestos survey has been conducted in conjunction with this Phase I ESA. The following building materials were found to be asbestos containing materials (ACMs):

- Window caulk around exterior wooden window framing
- Transite siding on exterior of building

- Roof vent mastic
- Roof flashing material
- 9" x 9" tan floor tile under carpet
- 9" x 9" gray vinyl floor tile in closet

It is recommended that all ACMs be removed by a licensed asbestos abatement contractor prior to building demolition or any other activity that may disturb the materials. The complete asbestos survey report will be provided under separate cover.

## **7.0 Interviews**

Interviews were conducted as part of the Phase I ESA investigative process and are summarized below. Additional information related to the interviews may be contained in other sections of this report, as appropriate, and interview documentation is provided in Section 17.6.

### **7.1 Interview with Present and Past Owners**

Mr. Jim Papadea was provided an Owner questionnaire. Mr. Papadea indicated that he has been associated with the property for a long time; however, he did not provide a time frame. Mr. Papadea also indicated that a fuel UST was previously located on the subject property and that it was removed for offsite disposal. Mr. Papadea indicated that no contamination was detected during the removal of the UST. Mr. Papadea is not aware of any significant environmental issues associated with the subject property. The completed Owner Questionnaire is included in Appendix 17.6.

### **7.2 Interview with Site Manager**

A site manager other than Mr. Papadea was not identified.

### **7.3 Interviews with Occupants**

The subject property is not occupied.

### **7.4 Interviews with Local Government Officials**

Mr. Al Peeples, of the South Carolina Department of Health and Environmental Control (DHEC) Region III Columbia Environmental Quality Control (EQC) office, was contacted for environmental information in the subject property area. Mr. Peeples was informed about the nature of the Phase I ESA being conducted. Mr. Peeples stated that he inquired within his office regarding the reported former UST on the subject property; however, was unable to obtain any information regarding the former UST. Mr. Peeples suggested contacting the DHEC Freedom of Information (FOI) office.

### **7.5 Interviews with Others**

A letter of request was submitted to the DHEC FOI office for any available information related to the reported former UST on the subject property. The FOI office was provided the address of the subject property as both 2725 Main Street and as 2725 Drayton Street. The FOI office was not able to locate any DHEC files regarding this former UST.

## **8.0 Findings**

### ***The following summary of on-site findings is provided:***

- The subject property was developed with residences by 1919. The subject property was redeveloped as an automobile sales lot by approximately 1960.
- An unpaved depression in the ground surface is located just to the south of the building on site and is the former location of a fuel UST. The owner has indicated that no soil contamination was apparent at the time of the UST removal many years ago. However, no UST closure assessment information was available through DHEC. Based on the lack of information regarding this former UST, this item is considered to represent a low to moderate potential for adverse environmental impact to the subject property. The potential for subsurface contamination also indicates the potential for a VEC on the subject property.
- A small circular depression in the asphalt is also located on the eastern portion of the subject property. The cause of the depression is not known; however, it may be due to a void beneath the ground surface. The depression appears to have been filled in at some point with concrete and also includes brick and concrete rubble. While the depression may represent a structural issue, based on the observed conditions, this item is considered to represent a low potential for adverse environmental impact to the subject property.
- The garage bay room in the rear portion of the building includes a large floor drain in the center of the concrete floor. The flooring did not appear heavily stained with oil. The nature of this floor drain is unknown; however, based on the automotive history of the subject property, it is possible that the drain received waste oils or other automotive fluids over time. The presence of this floor drain is considered to represent a low to moderate potential for adverse impact to the subject property.
- An asbestos survey has been conducted in conjunction with this Phase I ESA. The following building materials were found to be asbestos containing materials (ACMs):
  - o Window caulk around exterior wooden window framing
  - o Transite siding on exterior of building
  - o Roof vent mastic
  - o Roof flashing material
  - o 9" x 9" tan floor tile under carpet
  - o 9" x 9" gray vinyl floor tile in closet

### ***The following summary of off-site findings is provided:***



- The Cricket 3879 site is a RUST site located adjacent to the south of the subject property. The UST basin is located approximately 100 feet south of the subject property. No UST releases have been reported and the UST system is in compliance with DHEC regulations. The site is located cross gradient to the subject property. Based on the available information, the Cricket 3879 site is currently considered to represent a low potential for adverse impact to the subject property.
- The Arnold's Cleaners site is a drycleaning business located approximately 270 feet south of the subject property. Based on the proximity to the subject property, the cross gradient position relative to the subject property, and the significant potential for drycleaning operations to cause soil and groundwater contamination, the Arnold's site is considered to represent a low to moderate potential for adverse impact to the subject property. A VEC from this site can also not be ruled out.
- Several other regulated sites were identified within the research distances of the subject property. Based on the available information and the locations of the listed sites relative to the subject property, the listed sites are considered to represent a low potential for adverse impact to the subject property.
- A gasoline filling station was previously located approximately 100 feet to the west of the subject property at the southeastern corner of Anthony Drive and River Avenue. Based on the lack of information pertaining to contamination potentially originating from this site and the proximity and upgradient position, this site is considered to represent a moderate potential for adverse impact to the subject property. A VEC from this site also cannot be ruled out.
- A gasoline filling station was previously located approximately 130 feet to the west of the subject property at the northeastern corner of Anthony Drive and River Avenue. Based on the lack of information pertaining to contamination potentially originating from this site and the proximity and upgradient position, this site is considered to represent a moderate potential for adverse impact to the subject property. A VEC from this site also cannot be ruled out.
- The property located adjacent to the west of the southwestern portion of the subject property has been a convenience store and ice delivery company, and as such would possibly have had USTs. Based on the lack of information pertaining to contamination potentially originating from this site and the proximity and upgradient position, this site is considered to represent a low to moderate potential for adverse impact to the subject property. A VEC from this site also cannot be ruled out.

## **9.0 Opinion**

Based on the site inspection, historical research, regulatory data review and interviews, it is the opinion of the environmental professional that RECs do exist with respect to the subject property. Opinions related to whether a finding is considered a historical recognized environmental condition (HREC), controlled recognized environmental condition (CREC), or REC, or the potential impact of each HREC, CREC, or REC, is provided either in the findings section above, or in the conclusions section below.

## **10.0 Conclusions**

We have performed a Phase I ESA in general conformance with the scope and limitations of ASTM Practice E 1527-13 of the property, delineated as Richland County TMS #09110-12-02. The property address is listed as 2725 Drayton Street by the Richland County Tax Assessor's office; however, this portion of Drayton Street no longer exists and the property fronts Main Street, in Columbia, South Carolina. The subject property has been used for residential purposes and as a used automobile sales lot. Any exceptions to, or deletions from, this practice are described in Sections 2.4 and 11.0. This assessment has revealed no evidence of RECs in connection with the subject property, except for the following:

- A UST was formerly located on the subject property. Based on the lack of information regarding this former UST, this item is considered to represent a low to moderate potential for adverse environmental impact to the subject property and is therefore considered to be a REC. A VEC also cannot be ruled out.
- The garage bay room in the rear portion of the building includes a large floor drain in the center of the concrete floor. The presence of this floor drain is considered to represent a low to moderate potential for adverse impact to the subject property and is therefore considered to be a REC.
- The Arnold's Cleaners drycleaning site is located approximately 270 feet south of the subject property. The Arnold's site is considered to represent a low to moderate potential for adverse impact to the subject property and is therefore considered to be a REC. A VEC from this site can also not be ruled out.
- A gasoline filling station was previously located approximately 100 feet to the west of the subject property at the southeastern corner of Anthony Drive and River Avenue. This site is considered to represent a moderate potential for adverse impact to the subject property and is therefore considered to be a REC. A VEC from this site also cannot be ruled out.
- A gasoline filling station was previously located approximately 130 feet to the west of the subject property at the northeastern corner of Anthony Drive and River Avenue. This site is considered to represent a moderate potential for adverse impact to the

subject property and is therefore considered to be a REC. A VEC from this site also cannot be ruled out.

- The property located adjacent to the west of the southwestern portion of the subject property has been a convenience store and ice delivery company, and as such would possibly have had USTs. This site is considered to represent a low to moderate potential for adverse impact to the subject property and is therefore considered to be a REC. A VEC from this site also cannot be ruled out.

Additionally, while not considered to be a REC, several subject property building materials have been documented to contain asbestos. The following building materials were found to be ACMs:

- o Window caulk around exterior wooden window framing
- o Transite siding on exterior of building
- o Roof vent mastic
- o Roof flashing material
- o 9" x 9" tan floor tile under carpet
- o 9" x 9" gray vinyl floor tile in closet

It is recommended that all ACMs be removed by a licensed asbestos abatement contractor prior to building demolition or any other activity that may disturb the materials. The complete asbestos survey report will be provided under separate cover.

## **11.0 Deviations**

This Phase I ESA was conducted in general accordance with ASTM Standard E 1527-13 for Phase I Environmental Site Assessments.

## **12.0 Additional Services**

No other services were conducted in conjunction with this Phase I ESA.

## **13.0 References**

ASTM E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

ASTM E 2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions.

Environmental regulatory data, aerial photographs, and Sanborn Fire Insurance Map searches, provided by EDR, Inc.

Newell, C.J. and J.A. Connor, 1998. "Characteristics of Dissolved Petroleum Hydrocarbon Plumes", American Petroleum Institute, vers 1.1, December 1998.

## **14.0 Signature(s) of Environmental Professional(s)**

Report Compiled By:



Richard Ciccolella  
Project Manager

Reviewed By:



Richard Pittenger  
Sr. Project Manager / Principal

## **15.0 Qualifications of Environmental Professional(s)**

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312, and we have the specific qualifications based on the education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Resumes summarizing the qualifications of the Environmental Professionals that conducted this assessment are included in Appendix 17.8.

## **16.0 Warranty**

Services provided by ARM in this environmental assessment have been conducted in accordance with generally accepted environmental practices. This report has been generated solely for the use of the client. The information presented in this report is based only upon our site observations at the time of the site reconnaissance and data generated during our site reconnaissance. We cannot be responsible for the accuracy of information provided by others; however, we have no reason to suspect that any of the information provided is inaccurate. We accept no responsibility of damages or claims resulting from past or future environmental impact to the site caused by on or off-site activities or contamination, nor do we accept responsibility for subsequent remediation. This study is intended to be a non-biased assessment of on-site environmental conditions. No other warranties, either expressed or implied, are made.

## 17.0 APPENDICES

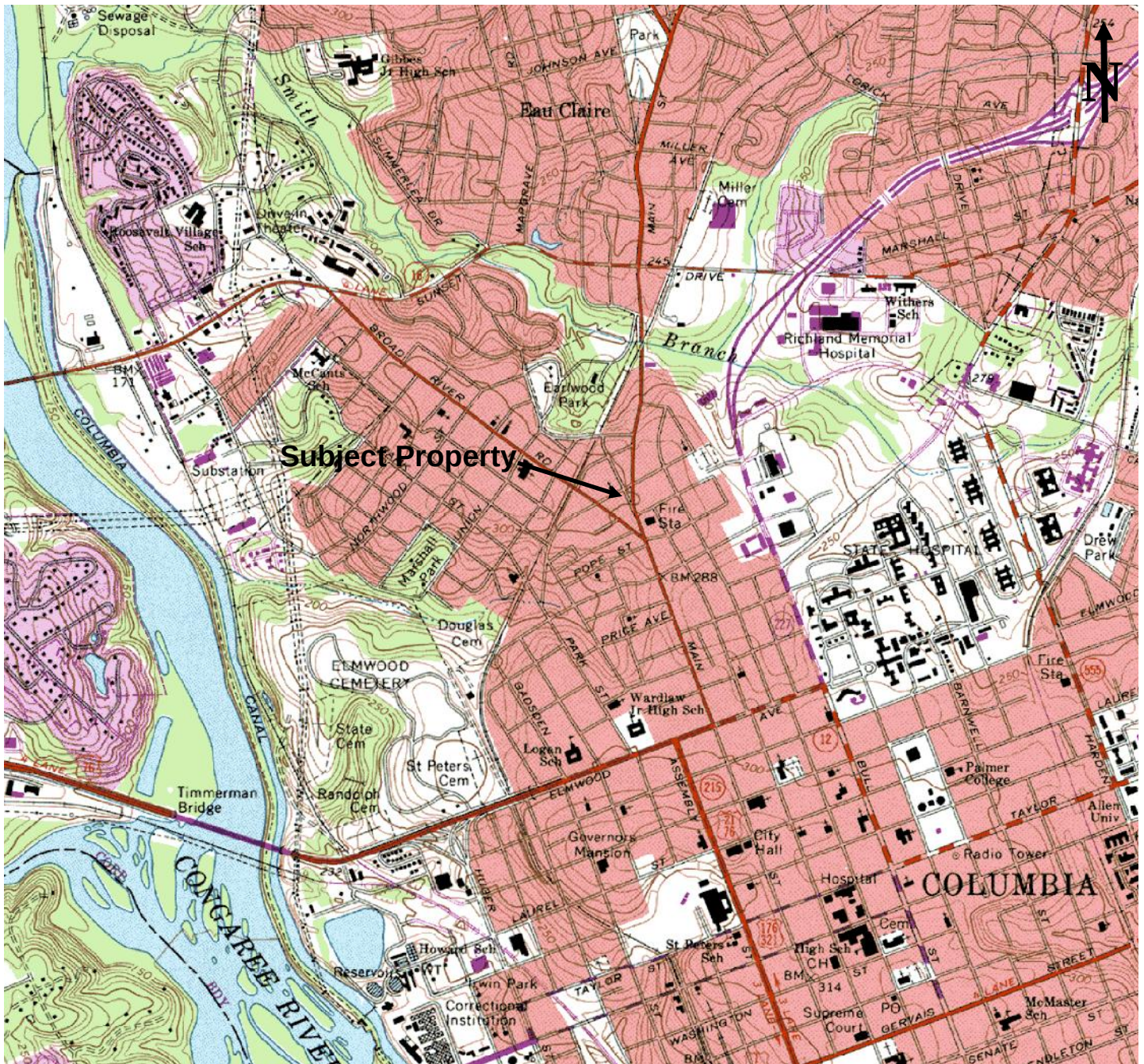
- 17.1 Site (Vicinity) Map – Figure 1
- 17.2 Site Plan – Figure 2
- 17.3 Site Photographs
- 17.4 Historical Research Documentation
- 17.5 Regulatory Records Documentation
- 17.6 Interview Documentation
- 17.7 Special Contractual Conditions Between User and  
Environmental Professional
- 17.8 Qualifications of the Environmental Professional(s)



## **17.1 Site (Vicinity) Map**

Figure 1 – Topographic Site Location  
Map



**Project**

Phase I Environmental Site Assessment  
2725 Drayton Street  
Columbia, South Carolina

**Figure 1**

Topographic Site Location Map  
7.5 Minute Columbia North, SC Quad  
(1972 / 1990)

**Scale**

1 in ~ 2,000 ft

**Date**

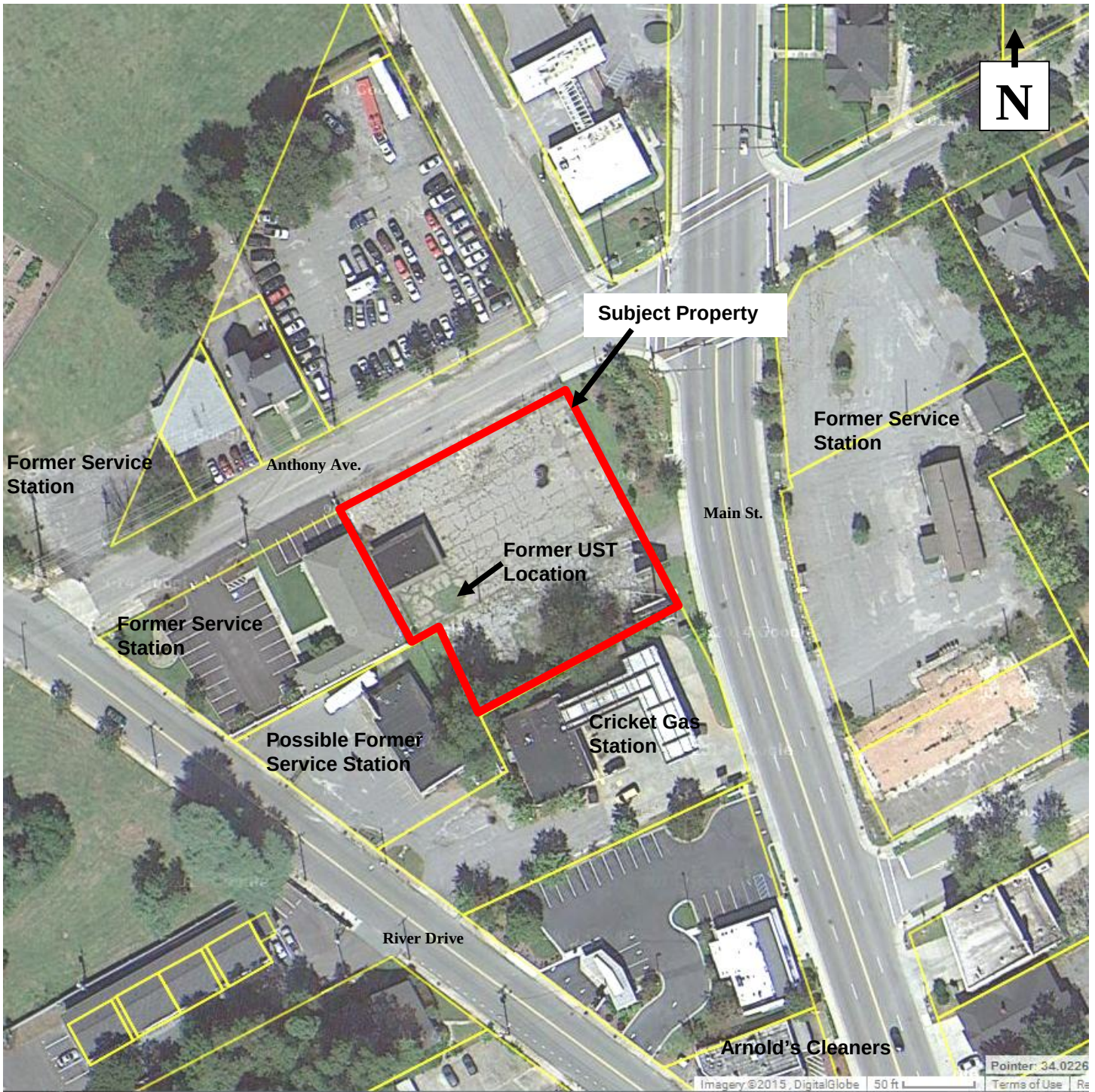
July 2015

**ARM** ENVIRONMENTAL  
SERVICES, INC.



## **17.2 Site Plan**

Figure 2 – General Site Plan



**Project**

Phase I Environmental Site Assessment  
2725 Drayton Street  
Columbia, South Carolina

**Figure 2**

Site Plan

**Scale**

No Scale

**Date**

July 2015

**ARM** ENVIRONMENTAL  
SERVICES, INC.

## 17.3 Site Photographs





Photograph 1 – View of the subject property looking west from the entrance at Main Street.



Photograph 2 – View of the subject property building.





Photograph 3 – View of the former UST location on the subject property.



Photograph 4 – View of the depression in the asphalt located on the eastern portion of the subject property.



Photograph 7 – View of the garage bay portion of the subject property building.



Photograph 8 – View of the floor drain located in the garage bay portion of the subject property building.





Photograph 9 – Typical view of the office portion of the subject property building.

## **17.4 Historical Research Documentation**

**Assessor Data View**

The information provided on this page reflects data as of **December 31, 2013** and should be used for reference only. For official assessment information, please contact the Richland County Assessor's Office.

Information presented on the Assessor's Database is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER.** While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.** All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at those offices.

**Owner Information**

Tax Map Number: R09110-12-02  
Owner: PINNACLE INC  
Address 1: PO BOX 2003  
Address 2:  
Address 3:  
City/State/Zip: COLUMBIA  
SC 29202  
Property Location/Code: 2725 DRAYTON ST

**Tax Information**

Year: 2014  
Property Tax Relief: \$0.00  
Local Option Sales Tax Credit: (\$471.94)  
Tax Amount: \$4,048.60  
Paid: Yes  
Homestead: No  
Assessed: \$8,690.00

**Assessment Information**

|                        |              |                    |        |
|------------------------|--------------|--------------------|--------|
| Year Of Assessment:    | 2014         | Legal Residence:   | No     |
| Tax District:          | 1CC          | Sewer Connection:  | CITY   |
| Acreage Of Parcel:     | 0.00         | Water Connection:  | CITY   |
| Non-Agriculture Value: | \$144,500.00 | Agriculture Value: | \$0.00 |
| Building Value:        | \$400.00     | Improvements:      | \$0.00 |
| Taxable Value:         | \$144,900.00 |                    |        |
| Zoning:                | C-3          |                    |        |

**Property Information**

|                    |                   |           |
|--------------------|-------------------|-----------|
| Legal Description: | LOT 1 & PART 3    | #SU       |
|                    | 160X151X63X21XETC | #PR A-131 |
| Land Type:         | COMMERCIAL LAND   |           |

**Sales History**

| Current Owner Name | Sale Date | V/I | Book/Page | Sale Price | Qual Code |
|--------------------|-----------|-----|-----------|------------|-----------|
|--------------------|-----------|-----|-----------|------------|-----------|

[Qualification Code Definitions](#)**Structure Information**

| Building Number | Year Structure Was Assessed | Building Description        | Actual Year Built | Number Of Bathrooms | Number Of Bedrooms | Total Number Of Stories | Heated Square Footage | Total Square Footage |
|-----------------|-----------------------------|-----------------------------|-------------------|---------------------|--------------------|-------------------------|-----------------------|----------------------|
| 1               | 2014                        | OFFICE/SGL STY - WALL GRP 3 | 1967              | 2.0                 | 0                  | 1.0                     | 598                   | 1236                 |



**Structure Details**

| Structure Type   | Structure Description                | Building Number |
|------------------|--------------------------------------|-----------------|
| Building Element | AC TYPE...NONE                       | 1               |
| Building Element | ALARM/INTRUDER...ALARM /INTRUDER     | 1               |
| Building Element | ARCHITECTURAL STYLE...MISCELLANEOUS  | 1               |
| Building Element | BUILDING SHAPE...RECTANGLE           | 1               |
| Building Element | ELECTRICAL...BELOW AVERAGE           | 1               |
| Building Element | EXTERIOR WALL 1...CONCRETE OR CINDER | 1               |
| Building Element | FOUNDATION...CONTINUOUS FOOTING      | 1               |
| Building Element | HEAT TYPE/FUEL...FORCED AIR DUC/ELEC | 1               |
| Building Element | INSULATION...MINIMUM                 | 1               |
| Building Element | INTERIOR FLOOR 1...CARPET            | 1               |
| Building Element | INTERIOR FLOOR 2...CONCRETE FINISHED | 1               |
| Building Element | INTERIOR WALL 1...3-P/D SUSPENDED    | 1               |
| Building Element | INTERIOR WALL 2                      | 1               |
| Building Element | OVEN/RANGE...OVEN/RANGE              | 1               |
| Building Element | ROOF COVER...TAR AND GRAVEL          | 1               |
| Building Element | ROOF STRUCTURE...FLAT                | 1               |
| Building Element | STRUCTURAL FRAME...MASONRY           | 1               |

**Exemptions**

| Exemption Year | Exemption Description |
|----------------|-----------------------|
|----------------|-----------------------|

**Date EDR Searched Historical Sources:**

Aerial Photography: July 08, 2015

**Target Property:**

2725 Drayton St.

Columbia, SC 29201

| <i><b>Year</b></i> | <i><b>Scale</b></i>               | <i><b>Details</b></i>                      | <i><b>Source</b></i> |
|--------------------|-----------------------------------|--------------------------------------------|----------------------|
| 1938               | Aerial Photograph. Scale: 1"=500' | Flight Date: April 25, 1938                | USGS                 |
| 1943               | Aerial Photograph. Scale: 1"=500' | Flight Date: April 29, 1943                | USGS                 |
| 1951               | Aerial Photograph. Scale: 1"=500' | Flight Date: May 24, 1951                  | USGS                 |
| 1955               | Aerial Photograph. Scale: 1"=500' | Flight Date: April 29, 1955                | USDA                 |
| 1961               | Aerial Photograph. Scale: 1"=500' | Flight Date: June 23, 1961                 | USGS                 |
| 1966               | Aerial Photograph. Scale: 1"=500' | Flight Date: February 19, 1966             | USDA                 |
| 1970               | Aerial Photograph. Scale: 1"=500' | Flight Date: November 27, 1970             | USDA                 |
| 1983               | Aerial Photograph. Scale: 1"=500' | Flight Date: March 03, 1983                | USGS                 |
| 1989               | Aerial Photograph. Scale: 1"=500' | Flight Date: March 12, 1989                | USGS                 |
| 1994               | Aerial Photograph. Scale: 1"=500' | DOQQ - acquisition dates: January 22, 1994 | USGS/DOQQ            |
| 2005               | Aerial Photograph. Scale: 1"=500' | Flight Year: 2005                          | USDA/NADP            |
| 2006               | Aerial Photograph. Scale: 1"=500' | Flight Year: 2006                          | USDA/NADP            |
| 2011               | Aerial Photograph. Scale: 1"=500' | Flight Year: 2011                          | USDA/NADP            |



INQUIRY #: 4347182.5

YEAR: 1938

| = 500'







INQUIRY #: 4347182.5

YEAR: 1943

— = 500'







INQUIRY #: 4347182.5

YEAR: 1951

— = 500'







INQUIRY #: 4347182.5

YEAR: 1955

| = 500'







INQUIRY #: 4347182.5

YEAR: 1961

| = 500'







INQUIRY #: 4347182.5

YEAR: 1966

| = 500'







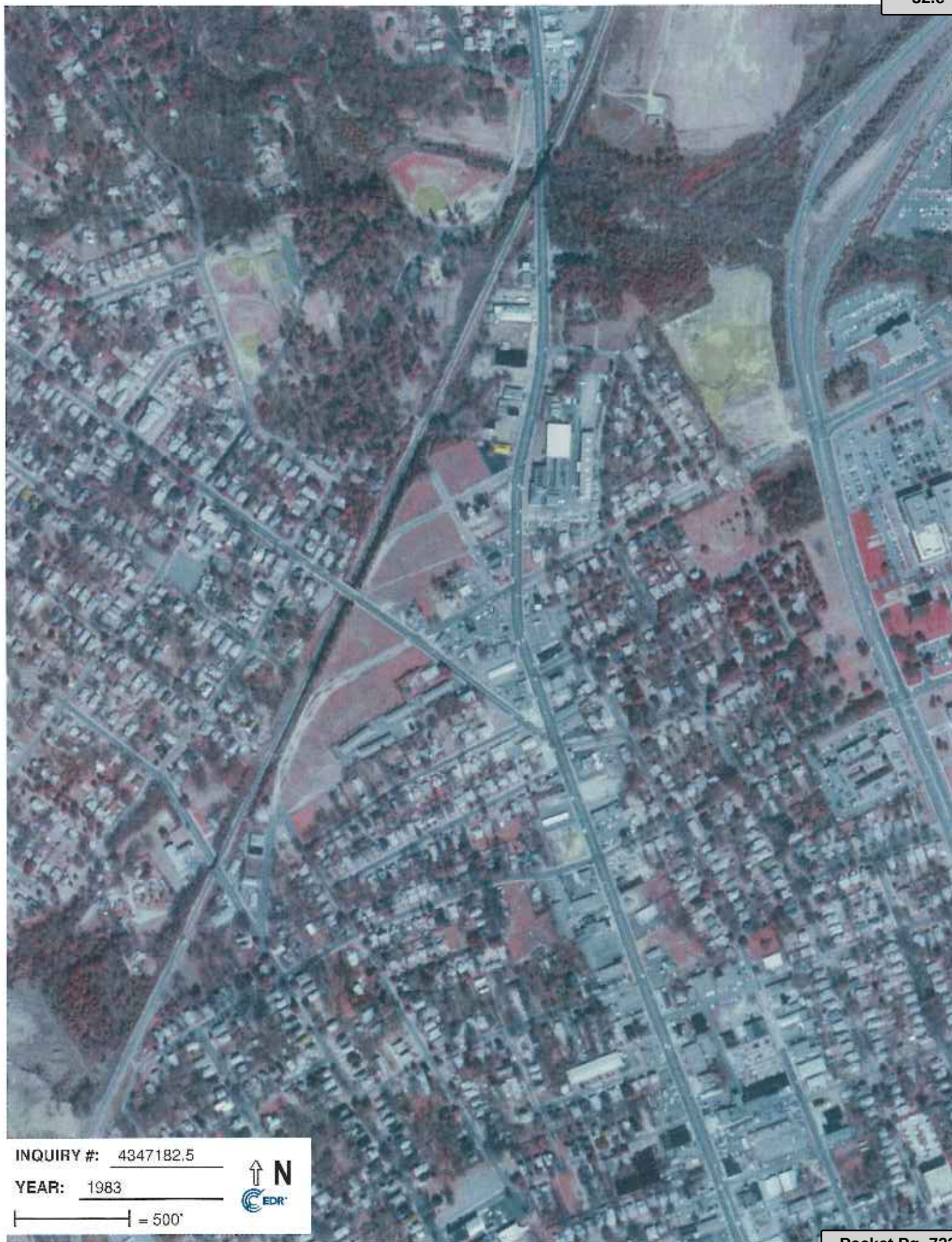
INQUIRY #: 4347182.5

YEAR: 1970

— = 500'







INQUIRY #: 4347182.5

YEAR: 1983

— = 500'







INQUIRY #: 4347182.5

YEAR: 1989

— 500'







INQUIRY #: 4347182.5

YEAR: 1994

— = 500'







INQUIRY #: 4347182.5

YEAR: 2005

— 500'







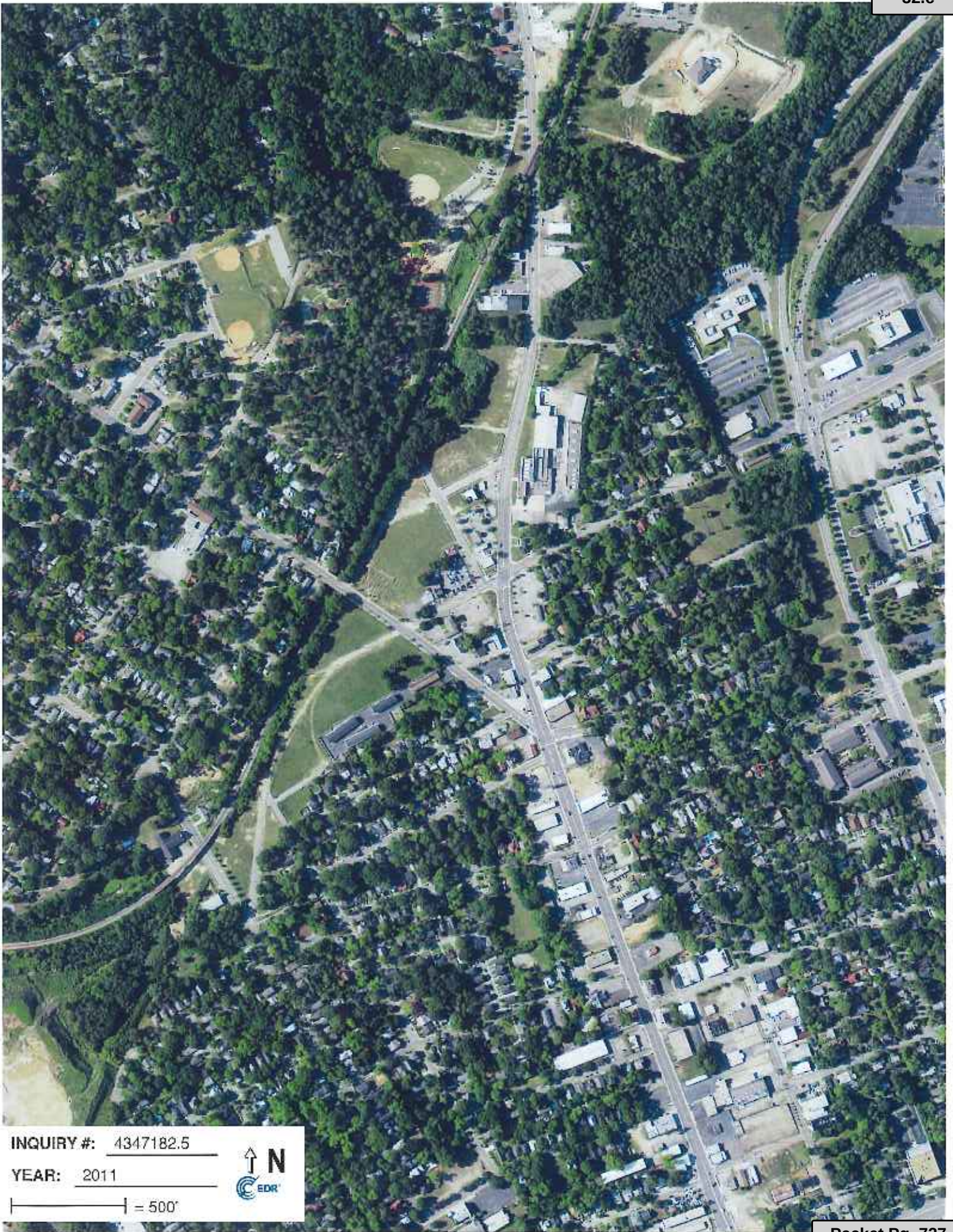
INQUIRY #: 4347182.5

YEAR: 2006

— = 500'







INQUIRY #: 4347182.5

YEAR: 2011

| = 500'





**2725 Drayton St.**

2725 Drayton St.

Columbia, SC 29201

Inquiry Number: 4347182.3

July 07, 2015



6 Armstrong Road, 4th Floor  
Shelton, Connecticut 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

## Certified Sanborn® Map Report

7/07/15

32.0

**Site Name:**

2725 Drayton St.  
2725 Drayton St.  
Columbia, SC 29201

**Client Name:**

ARM Environmental Services  
1210 First Street South Ext  
Columbia, SC 29209



EDR Inquiry # 4347182.3

Contact: Richard Ciccolella

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by ARM Environmental Services were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting [www.edrnet.com/sanborn](http://www.edrnet.com/sanborn).

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

### Certified Sanborn Results:

**Site Name:** 2725 Drayton St.  
**Address:** 2725 Drayton St.  
**City, State, Zip:** Columbia, SC 29201  
**Cross Street:**  
**P.O. #** 07-318-15  
**Project:** 2725 Drayton St.  
**Certification #** B1B2-4E70-9363



Sanborn® Library search results  
Certification # B1B2-4E70-9363

### Maps Provided:

1965  
1956  
1950  
1919

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☒ Library of Congress
- ☒ University Publications of America
- ☒ EDR Private Collection

*The Sanborn Library LLC Since 1866™*

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## Sanborn Sheet Thumbnails

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.



### 1965 Source Sheets



Volume 2, Sheet 211



Volume 2, Sheet 212



Volume 2, Sheet 214

### 1956 Source Sheets



Volume 2, Sheet 211



Volume 2, Sheet 212



Volume 2, Sheet 213



Volume 2, Sheet 214

### 1950 Source Sheets



Volume 1A, Sheet 71



Volume 1A, Sheet 72

### 1919 Source Sheets



Volume 1, Sheet 43

# 1965 Certified Sanborn Map

32.c

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Certification # B1B2-4E70-9363

Site Name: 2725 Drayton St.  
Address: 2725 Drayton St.  
City, ST, ZIP: Columbia SC 29201  
Client: ARM Environmental Services  
EDR Inquiry: 4347182.3  
Order Date: 7/7/2015 9:06:02 PM  
Certification #: B1B2-4E70-9363  
Copyright: 1965



This Certified Sanborn Map combines the following sheets.  
Outlined areas indicate map sheets within the collection.

0 Feet 150 300 600



Volume 2, Sheet 211  
Volume 2, Sheet 212  
Volume 2, Sheet 214



4347182.3 page 4

Packet Pg. 731



# 1956 Certified Sanborn Map

32.c

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Certification # B1B2-4E70-9363

Site Name: 2725 Drayton St.  
Address: 2725 Drayton St.  
City, ST, ZIP: Columbia SC 29201  
Client: ARM Environmental Services  
EDR Inquiry: 4347182.3  
Order Date: 7/7/2015 9:06:02 PM  
Certification #: B1B2-4E70-9363  
Copyright: 1956



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Outlined areas indicate map sheets within the collection.

0 Feet 150 300 600



Volume 2, Sheet 211  
Volume 2, Sheet 212  
Volume 2, Sheet 213  
Volume 2, Sheet 214



4347182.3 00005

Packet Pg. 732



# 1950 Certified Sanborn Map

32.c

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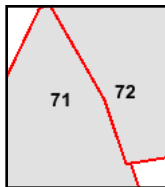
Certification # B1B2-4E70-9363

Site Name: 2725 Drayton St.  
Address: 2725 Drayton St.  
City, ST, ZIP: Columbia SC 29201  
Client: ARM Environmental Services  
EDR Inquiry: 4347182.3  
Order Date: 7/7/2015 9:06:02 PM  
Certification #: B1B2-4E70-9363  
Copyright: 1950



This Certified Sanborn Map combines the following sheets.  
Outlined areas indicate map sheets within the collection.

0 Feet 150 300 600



Volume 1A, Sheet 71  
Volume 1A, Sheet 72



4347182.3 page 6

Packet Pg. 733

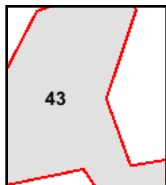
The certified Sanborn Library search results in this report can be authenticated by visiting [www.armetia.com/sanborn](http://www.armetia.com/sanborn) and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # B1B2-4E70-9363

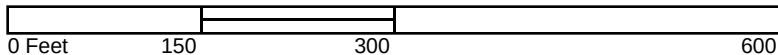
Site Name: 2725 Drayton St.  
Address: 2725 Drayton St.  
City, ST, ZIP: Columbia SC 29201  
Client: ARM Environmental Services  
EDR Inquiry: 4347182.3  
Order Date: 7/7/2015 9:06:02 PM  
Certification # B1B2-4E70-9363  
Copyright: 1919



This Certified Sanborn Map combines the following sheets.  
Outlined areas indicate map sheets within the collection.



Volume 1, Sheet 43





Columbia, 1923 March

Sheet 43

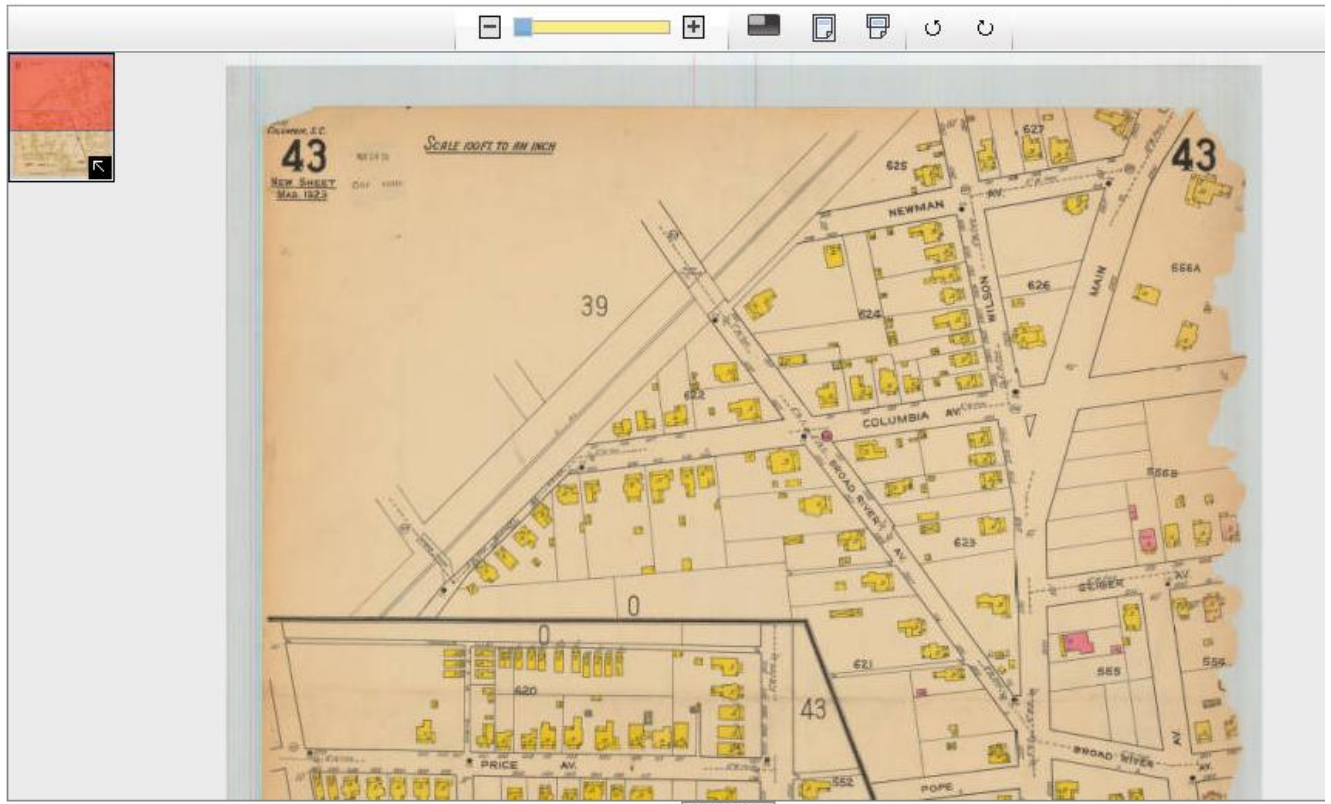
★ Save page

1

[View Description](#)

[Page Flip View](#)

[Downlo](#)



▼ Object Description

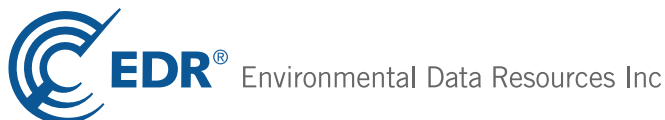
|             |                                                                                                                                                               |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Title       | Columbia, 1923 March                                                                                                                                          |
| Creator     | Sanborn Fire Insurance Map Company                                                                                                                            |
| Date        | 1923-03                                                                                                                                                       |
| Source      | New York: Sanborn Map & Publishing Co., Ltd.                                                                                                                  |
| Subject     | Insurance, Fire--South Carolina--Columbia--Maps<br>Cities and Towns--South Carolina--Columbia--Maps<br>Columbia (S.C.)--Maps<br>Richland County (S.C.)--Maps. |
| Description | 6 maps                                                                                                                                                        |
| Language    | English                                                                                                                                                       |

## **17.5 Regulatory Records Documentation**

**2725 Drayton St.**  
2725 Drayton St.  
Columbia, SC 29201

Inquiry Number: 4347182.2s  
July 07, 2015

## The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

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*Thank you for your business.*  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

2725 DRAYTON ST.  
COLUMBIA, SC 29201

#### COORDINATES

|                                |                            |
|--------------------------------|----------------------------|
| Latitude (North):              | 34.0216000 - 34° 1' 17.76" |
| Longitude (West):              | 81.0430000 - 81° 2' 34.80" |
| Universal Transverse Mercator: | Zone 17                    |
| UTM X (Meters):                | 496030.0                   |
| UTM Y (Meters):                | 3764357.2                  |
| Elevation:                     | 300 ft. above sea level    |

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

|                       |                             |
|-----------------------|-----------------------------|
| Target Property Map:  | 34081-A1 COLUMBIA NORTH, SC |
| Most Recent Revision: | 1997                        |

### AERIAL PHOTOGRAPHY IN THIS REPORT

|                         |          |
|-------------------------|----------|
| Portions of Photo from: | 20110430 |
| Source:                 | USDA     |



# MAPPED SITES SUMMARY

Target Property Address:  
2725 DRAYTON ST.  
COLUMBIA, SC 29201

Click on Map ID to see full detail.

| MAP ID              | SITE NAME            | ADDRESS              | DATABASE ACRONYMS                          | RELATIVE ELEVATION | DIST (ft. & mi.) DIRECTION |
|---------------------|----------------------|----------------------|--------------------------------------------|--------------------|----------------------------|
| <a href="#">A1</a>  | CRICKET 3879         | 2715 MAIN ST         | UST, Financial Assurance                   | Higher             | 141, 0.027, East           |
| <a href="#">A2</a>  | TAYLOR SITE          | 2730 MAIN ST         | LUST                                       | Higher             | 169, 0.032, East           |
| <a href="#">A3</a>  |                      | 2720 MAIN ST         | EDR US Hist Auto Stat                      | Higher             | 186, 0.035, ESE            |
| <a href="#">B4</a>  | ARNOLD'S CLEANERS    | 2601 N MAIN STREET   | RCRA NonGen / NLR                          | Lower              | 590, 0.112, SSE            |
| <a href="#">B5</a>  | ARNOLD'S CLEANERS    | 2601 N MAIN ST       | SHWS, UST, SPILLS, DRYCLEANERS             | Lower              | 590, 0.112, SSE            |
| <a href="#">6</a>   | MANUEL ZORGAS        | CORNER OF MAIN & NEW | UST                                        | Lower              | 620, 0.117, NNE            |
| <a href="#">C7</a>  | COCA COLA BOTTLING C | 2830 MAIN ST         | UST                                        | Lower              | 837, 0.159, NNE            |
| <a href="#">C8</a>  | COLUMBIA COCA-COLA   | 2830 MAIN STREET     | RCRA NonGen / NLR, FINDS                   | Lower              | 837, 0.159, NNE            |
| <a href="#">D9</a>  | 2510 NORTH MAIN STRE | 2510 NORTH MAIN STRE | US BROWNFIELDS, FINDS                      | Lower              | 983, 0.186, SSE            |
| <a href="#">D10</a> |                      | 2511 MAIN ST         | EDR US Hist Auto Stat                      | Lower              | 1006, 0.191, SSE           |
| <a href="#">11</a>  | FORMER COMMERCIAL WA | 2965 N MAIN ST       | GWCI, LUST, UST                            | Lower              | 1114, 0.211, NNE           |
| <a href="#">12</a>  | SC DEPT OF HEALTH &  | 2600 BULL ST         | SWRCY, LUST, UST                           | Lower              | 1788, 0.339, East          |
| <a href="#">13</a>  | KERSHAW TIRE INC     | 3300 MAIN ST         | LUST, UST                                  | Lower              | 2409, 0.456, North         |
| <a href="#">E14</a> | NEWMANS 66           | 3321 MAIN ST         | LUST, UST, Financial Assurance             | Lower              | 2593, 0.491, North         |
| <a href="#">F15</a> | FMR ED ROBINSON LAUN | 2231 MAIN ST         | SHWS, DRYCLEANERS                          | Lower              | 2624, 0.497, SSE           |
| <a href="#">E16</a> | SPUR STATION 1215    | 3320 N MAIN AT SUNSE | GWCI, UIC, LUST, UST                       | Lower              | 2624, 0.497, North         |
| <a href="#">F17</a> | FMR ED ROBINSON LAUN | DUTCH SQUARE MALL -  | SHWS                                       | Lower              | 2638, 0.500, SSE           |
| <a href="#">18</a>  | FORMER STEAM PLANT   | 2100 BULL ST         | SHWS, LUST, UST, VCP, BROWNFIELDS          | Lower              | 3611, 0.684, SE            |
| <a href="#">19</a>  | SALVATION ARMY PROPE | 2025 MAIN ST         | SHWS, ALLSITES, RCR, AUL, VCP, BROWNFIELDS | Lower              | 3650, 0.691, SSE           |
| <a href="#">20</a>  | FALLING SPRINGS ROAD | INTERSECTION SUNSET  | SHWS, RCR, VCP, BROWNFIELDS                | Lower              | 3917, 0.742, NW            |
| <a href="#">21</a>  | FMR LEXINGTON DRY CL | 3504 RIVER DR        | SHWS, DRYCLEANERS                          | Lower              | 4159, 0.788, NW            |
| <a href="#">22</a>  | BANK OF AMERICA PLAZ | 1901 MAIN ST FL 1    | SHWS, ALLSITES, AUL, VCP                   | Higher             | 4295, 0.813, SSE           |
| <a href="#">23</a>  | QUAKER CHEMICAL CO I | 1212 ELMORE ST       | CORRACTS, RCRA-CESQG                       | Lower              | 5003, 0.948, North         |
| <a href="#">24</a>  | 1712 MAIN STREET     | 1712 MAIN ST         | SHWS, VCP, BROWNFIELDS                     | Higher             | 5262, 0.997, SSE           |

## EXECUTIVE SUMMARY

### TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

### DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

### STANDARD ENVIRONMENTAL RECORDS

#### ***Federal NPL site list***

NPL..... National Priority List  
 Proposed NPL..... Proposed National Priority List Sites  
 NPL LIENS..... Federal Superfund Liens

#### ***Federal Delisted NPL site list***

Delisted NPL..... National Priority List Deletions

#### ***Federal CERCLIS list***

CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System  
 FEDERAL FACILITY..... Federal Facility Site Information listing

#### ***Federal CERCLIS NFRAP site List***

CERC-NFRAP..... CERCLIS No Further Remedial Action Planned

#### ***Federal RCRA non-CORRACTS TSD facilities list***

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

#### ***Federal RCRA generators list***

RCRA-LQG..... RCRA - Large Quantity Generators  
 RCRA-SQG..... RCRA - Small Quantity Generators  
 RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

#### ***Federal institutional controls / engineering controls registries***

US ENG CONTROLS..... Engineering Controls Sites List  
 US INST CONTROL..... Sites with Institutional Controls  
 LUCIS..... Land Use Control Information System

#### ***Federal ERNS list***

ERNS..... Emergency Response Notification System

## EXECUTIVE SUMMARY

### ***State and tribal landfill and/or solid waste disposal site lists***

SWF/LF..... Permitted Landfills List

### ***State and tribal leaking storage tank lists***

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

### ***State and tribal registered storage tank lists***

AST..... Aboveground Storage Tank List

INDIAN UST..... Underground Storage Tanks on Indian Land

FEMA UST..... Underground Storage Tank Listing

### ***State and tribal institutional control / engineering control registries***

RCR..... Registry of Conditional Remedies

AUL..... Land Use Controls

### ***State and tribal voluntary cleanup sites***

INDIAN VCP..... Voluntary Cleanup Priority Listing

VCP..... Voluntary Cleanup Sites

### ***State and tribal Brownfields sites***

BROWNFIELDS..... Brownfields Sites Listing

### **ADDITIONAL ENVIRONMENTAL RECORDS**

#### ***Local Lists of Landfill / Solid Waste Disposal Sites***

ODI..... Open Dump Inventory

DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations

INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands

#### ***Local Lists of Hazardous waste / Contaminated Sites***

US CDL..... Clandestine Drug Labs

ALLSITES..... Site Assessment & Remediation Public Record Database

CDL..... Clandestine Drug Lab Sites

US HIST CDL..... National Clandestine Laboratory Register

#### ***Local Land Records***

LIENS 2..... CERCLA Lien Information

#### ***Records of Emergency Release Reports***

HMIRS..... Hazardous Materials Information Reporting System

SPILLS..... Spills Database List

SPILLS 80..... SPILLS 80 data from FirstSearch

SPILLS 90..... SPILLS 90 data from FirstSearch

## EXECUTIVE SUMMARY

### ***Other Ascertainable Records***

|                          |                                                                                                                             |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| DOT OPS.....             | Incident and Accident Data                                                                                                  |
| DOD.....                 | Department of Defense Sites                                                                                                 |
| FUDS.....                | Formerly Used Defense Sites                                                                                                 |
| CONSENT.....             | Superfund (CERCLA) Consent Decrees                                                                                          |
| ROD.....                 | Records Of Decision                                                                                                         |
| UMTRA.....               | Uranium Mill Tailings Sites                                                                                                 |
| US MINES.....            | Mines Master Index File                                                                                                     |
| TRIS.....                | Toxic Chemical Release Inventory System                                                                                     |
| TSCA.....                | Toxic Substances Control Act                                                                                                |
| FTTS.....                | FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act) |
| HIST FTTS.....           | FIFRA/TSCA Tracking System Administrative Case Listing                                                                      |
| SSTS.....                | Section 7 Tracking Systems                                                                                                  |
| ICIS.....                | Integrated Compliance Information System                                                                                    |
| PADS.....                | PCB Activity Database System                                                                                                |
| MLTS.....                | Material Licensing Tracking System                                                                                          |
| RADINFO.....             | Radiation Information Database                                                                                              |
| FINDS.....               | Facility Index System/Facility Registry System                                                                              |
| RAATS.....               | RCRA Administrative Action Tracking System                                                                                  |
| RMP.....                 | Risk Management Plans                                                                                                       |
| UIC.....                 | Underground Injection Wells Listing                                                                                         |
| NPDES.....               | Waste Water Treatment Facilities Listing                                                                                    |
| AIRS.....                | Permitted Airs Facility Listing                                                                                             |
| INDIAN RESERV.....       | Indian Reservations                                                                                                         |
| SCRD DRYCLEANERS.....    | State Coalition for Remediation of Drycleaners Listing                                                                      |
| Financial Assurance..... | Financial Assurance Information Listing                                                                                     |
| COAL ASH.....            | Coal Ash Disposal Sites                                                                                                     |
| LEAD SMELTERS.....       | Lead Smelter Sites                                                                                                          |
| US AIRS.....             | Aerometric Information Retrieval System Facility Subsystem                                                                  |
| EPA WATCH LIST.....      | EPA WATCH LIST                                                                                                              |
| US FIN ASSUR.....        | Financial Assurance Information                                                                                             |
| COAL ASH EPA.....        | Coal Combustion Residues Surface Impoundments List                                                                          |
| PCB TRANSFORMER.....     | PCB Transformer Registration Database                                                                                       |
| COAL ASH DOE.....        | Steam-Electric Plant Operation Data                                                                                         |
| 2020 COR ACTION.....     | 2020 Corrective Action Program List                                                                                         |
| PRP.....                 | Potentially Responsible Parties                                                                                             |

### **EDR HIGH RISK HISTORICAL RECORDS**

#### ***EDR Exclusive Records***

|                           |                                         |
|---------------------------|-----------------------------------------|
| EDR MGP.....              | EDR Proprietary Manufactured Gas Plants |
| EDR US Hist Cleaners..... | EDR Exclusive Historic Dry Cleaners     |

### **EDR RECOVERED GOVERNMENT ARCHIVES**

#### ***Exclusive Recovered Govt. Archives***

|              |                                                                    |
|--------------|--------------------------------------------------------------------|
| RGA HWS..... | Recovered Government Archive State Hazardous Waste Facilities List |
| RGA LF.....  | Recovered Government Archive Solid Waste Facilities List           |

## EXECUTIVE SUMMARY

RGA LUST..... Recovered Government Archive Leaking Underground Storage Tank

### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

### STANDARD ENVIRONMENTAL RECORDS

#### ***Federal RCRA CORRACTS facilities list***

CORRACTS: CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity.

A review of the CORRACTS list, as provided by EDR, and dated 03/10/2015 has revealed that there is 1 CORRACTS site within approximately 1 mile of the target property.

| <u>Lower Elevation</u>             | <u>Address</u>               | <u>Direction / Distance</u>         | <u>Map ID</u>    | <u>Page</u>      |
|------------------------------------|------------------------------|-------------------------------------|------------------|------------------|
| <b><i>QUAKER CHEMICAL CO I</i></b> | <b><i>1212 ELMORE ST</i></b> | <b><i>N 1/2 - 1 (0.948 mi.)</i></b> | <b><i>23</i></b> | <b><i>39</i></b> |

#### ***State- and tribal - equivalent CERCLIS***

SHWS: State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

A review of the SHWS list, as provided by EDR, and dated 03/23/2015 has revealed that there are 9 SHWS sites within approximately 1 mile of the target property.

| <u>Equal/Higher Elevation</u>                              | <u>Address</u>                  | <u>Direction / Distance</u>             | <u>Map ID</u>     | <u>Page</u>      |
|------------------------------------------------------------|---------------------------------|-----------------------------------------|-------------------|------------------|
| <b><i>BANK OF AMERICA PLAZ</i></b><br>EPA ID: SCS123457486 | <b><i>1901 MAIN ST FL 1</i></b> | <b><i>SSE 1/2 - 1 (0.813 mi.)</i></b>   | <b><i>22</i></b>  | <b><i>37</i></b> |
| <b><i>1712 MAIN STREET</i></b><br>EPA ID: SCS123457327     | <b><i>1712 MAIN ST</i></b>      | <b><i>SSE 1/2 - 1 (0.997 mi.)</i></b>   | <b><i>24</i></b>  | <b><i>48</i></b> |
| <u>Lower Elevation</u>                                     | <u>Address</u>                  | <u>Direction / Distance</u>             | <u>Map ID</u>     | <u>Page</u>      |
| <b><i>ARNOLD'S CLEANERS</i></b><br>EPA ID: SCDRY0053998    | <b><i>2601 N MAIN ST</i></b>    | <b><i>SSE 0 - 1/8 (0.112 mi.)</i></b>   | <b><i>B5</i></b>  | <b><i>10</i></b> |
| <b><i>FMR ED ROBINSON LAUN</i></b><br>EPA ID: SCDRY0056169 | <b><i>2231 MAIN ST</i></b>      | <b><i>SSE 1/4 - 1/2 (0.497 mi.)</i></b> | <b><i>F15</i></b> | <b><i>27</i></b> |



## EXECUTIVE SUMMARY

| <u>Lower Elevation</u>                              | <u>Address</u>             | <u>Direction / Distance</u>    | <u>Map ID</u> | <u>Page</u> |
|-----------------------------------------------------|----------------------------|--------------------------------|---------------|-------------|
| FMR ED ROBINSON LAUN<br>EPA ID: SCDRY0056170        | DUTCH SQUARE MALL -        | SSE 1/4 - 1/2 (0.500 mi.)      | F17           | 29          |
| <b>FORMER STEAM PLANT</b><br>EPA ID: SCS123457147   | <b>2100 BULL ST</b>        | <b>SE 1/2 - 1 (0.684 mi.)</b>  | <b>18</b>     | <b>29</b>   |
| <b>SALVATION ARMY PROPE</b><br>EPA ID: SCS123457160 | <b>2025 MAIN ST</b>        | <b>SSE 1/2 - 1 (0.691 mi.)</b> | <b>19</b>     | <b>33</b>   |
| <b>FALLING SPRINGS ROAD</b><br>EPA ID: SCS123457067 | <b>INTERSECTION SUNSET</b> | <b>NW 1/2 - 1 (0.742 mi.)</b>  | <b>20</b>     | <b>35</b>   |
| <b>FMR LEXINGTON DRY CL</b><br>EPA ID: SCDRY0056186 | <b>3504 RIVER DR</b>       | <b>NW 1/2 - 1 (0.788 mi.)</b>  | <b>21</b>     | <b>37</b>   |

### State and tribal leaking storage tank lists

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Department of Health & Environmental Control's Leaking UST list.

A review of the LUST list, as provided by EDR, and dated 02/27/2015 has revealed that there are 6 LUST sites within approximately 0.5 miles of the target property.

| <u>Equal/Higher Elevation</u>                                                         | <u>Address</u> | <u>Direction / Distance</u> | <u>Map ID</u> | <u>Page</u> |
|---------------------------------------------------------------------------------------|----------------|-----------------------------|---------------|-------------|
| TAYLOR SITE<br>Facility Id: 15975<br>No Action Required: 05/05/95<br>Substance: PETRO | 2730 MAIN ST   | E 0 - 1/8 (0.032 mi.)       | A2            | 8           |

| <u>Lower Elevation</u>                                                                                                                                                                                            | <u>Address</u>        | <u>Direction / Distance</u>      | <u>Map ID</u> | <u>Page</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------------------|---------------|-------------|
| <b>FORMER COMMERCIAL WA</b><br>Facility Id: 18988<br>No Action Required: 07/09/07<br>Substance: PETROL<br>Facility Status: monitored natural attenuation                                                          | <b>2965 N MAIN ST</b> | <b>NNE 1/8 - 1/4 (0.211 mi.)</b> | <b>11</b>     | <b>20</b>   |
| <b>SC DEPT OF HEALTH &amp;</b><br>Facility Id: 12598<br>Facility Id: 14022<br>No Action Required: 03/29/05<br>No Action Required: 03/11/04<br>Substance: PETRO<br>Facility Status: conduct invest/risk assessment | <b>2600 BULL ST</b>   | <b>E 1/4 - 1/2 (0.339 mi.)</b>   | <b>12</b>     | <b>21</b>   |
| <b>KERSHAW TIRE INC</b><br>Facility Id: 15934<br>No Action Required: 11/25/98<br>Substance: PETRO<br>Facility Status: currently inactive                                                                          | <b>3300 MAIN ST</b>   | <b>N 1/4 - 1/2 (0.456 mi.)</b>   | <b>13</b>     | <b>25</b>   |
| <b>NEWMANS 66</b><br>Facility Id: 09705<br>No Action Required: 03/05/99<br>Substance: PETRO                                                                                                                       | <b>3321 MAIN ST</b>   | <b>N 1/4 - 1/2 (0.491 mi.)</b>   | <b>E14</b>    | <b>26</b>   |

## EXECUTIVE SUMMARY

| <u>Lower Elevation</u>                                                                                            | <u>Address</u>              | <u>Direction / Distance</u>    | <u>Map ID</u> | <u>Page</u> |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------|---------------|-------------|
| <b>SPUR STATION 1215</b><br>Facility Id: 07715<br>Substance: PETRO<br>Facility Status: free product recovery only | <b>3320 N MAIN AT SUNSE</b> | <b>N 1/4 - 1/2 (0.497 mi.)</b> | <b>E16</b>    | <b>27</b>   |

### ***State and tribal registered storage tank lists***

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Health & Environmental Control's list: Comprehensive Underground Storage Tanks.

A review of the UST list, as provided by EDR, and dated 02/27/2015 has revealed that there are 5 UST sites within approximately 0.25 miles of the target property.

| <u>Equal/Higher Elevation</u>                            | <u>Address</u>      | <u>Direction / Distance</u>  | <u>Map ID</u> | <u>Page</u> |
|----------------------------------------------------------|---------------------|------------------------------|---------------|-------------|
| <b>CRICKET 3879</b><br>Status: CIU<br>Facility Id: 18948 | <b>2715 MAIN ST</b> | <b>E 0 - 1/8 (0.027 mi.)</b> | <b>A1</b>     | <b>8</b>    |

| <u>Lower Elevation</u>                                                               | <u>Address</u>                  | <u>Direction / Distance</u>      | <u>Map ID</u> | <u>Page</u> |
|--------------------------------------------------------------------------------------|---------------------------------|----------------------------------|---------------|-------------|
| <b>ARNOLD'S CLEANERS</b><br>Status: ABD<br>Facility Id: 17991                        | <b>2601 N MAIN ST</b>           | <b>SSE 0 - 1/8 (0.112 mi.)</b>   | <b>B5</b>     | <b>10</b>   |
| <b>MANUEL ZORGAS</b><br>Status: ABD<br>Facility Id: 7823                             | <b>CORNER OF MAIN &amp; NEW</b> | <b>NNE 0 - 1/8 (0.117 mi.)</b>   | <b>6</b>      | <b>11</b>   |
| <b>COCA COLA BOTTLING C</b><br>Status: ABD<br>Facility Id: 7539<br>Facility Id: 7602 | <b>2830 MAIN ST</b>             | <b>NNE 1/8 - 1/4 (0.159 mi.)</b> | <b>C7</b>     | <b>12</b>   |
| <b>FORMER COMMERCIAL WA</b><br>Status: ABD<br>Facility Id: 18988                     | <b>2965 N MAIN ST</b>           | <b>NNE 1/8 - 1/4 (0.211 mi.)</b> | <b>11</b>     | <b>20</b>   |

### **ADDITIONAL ENVIRONMENTAL RECORDS**

#### ***Local Brownfield lists***

US BROWNFIELDS: The EPA's listing of Brownfields properties from the Cleanups in My Community program, which provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

A review of the US BROWNFIELDS list, as provided by EDR, and dated 03/23/2015 has revealed that there is 1 US BROWNFIELDS site within approximately 0.5 miles of the target property.

## EXECUTIVE SUMMARY

| <u>Lower Elevation</u>      | <u>Address</u>              | <u>Direction / Distance</u>      | <u>Map ID</u> | <u>Page</u> |
|-----------------------------|-----------------------------|----------------------------------|---------------|-------------|
| <b>2510 NORTH MAIN STRE</b> | <b>2510 NORTH MAIN STRE</b> | <b>SSE 1/8 - 1/4 (0.186 mi.)</b> | <b>D9</b>     | <b>14</b>   |

### **Local Lists of Landfill / Solid Waste Disposal Sites**

SWRCY: A listing of recycling center locations.

A review of the SWRCY list, as provided by EDR, and dated 01/01/2015 has revealed that there is 1 SWRCY site within approximately 0.5 miles of the target property.

| <u>Lower Elevation</u>                                | <u>Address</u>      | <u>Direction / Distance</u>    | <u>Map ID</u> | <u>Page</u> |
|-------------------------------------------------------|---------------------|--------------------------------|---------------|-------------|
| <b>SC DEPT OF HEALTH &amp;<br/>Facility Id: 20857</b> | <b>2600 BULL ST</b> | <b>E 1/4 - 1/2 (0.339 mi.)</b> | <b>12</b>     | <b>21</b>   |

### **Other Ascertainable Records**

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 03/10/2015 has revealed that there are 2 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

| <u>Lower Elevation</u>    | <u>Address</u>            | <u>Direction / Distance</u>      | <u>Map ID</u> | <u>Page</u> |
|---------------------------|---------------------------|----------------------------------|---------------|-------------|
| <b>ARNOLD'S CLEANERS</b>  | <b>2601 N MAIN STREET</b> | <b>SSE 0 - 1/8 (0.112 mi.)</b>   | <b>B4</b>     | <b>9</b>    |
| <b>COLUMBIA COCA-COLA</b> | <b>2830 MAIN STREET</b>   | <b>NNE 1/8 - 1/4 (0.159 mi.)</b> | <b>C8</b>     | <b>13</b>   |

GWCI: Groundwater Contamination Inventory Cases. Any site that has groundwater contamination over a federal MCL.

A review of the GWCI list, as provided by EDR, and dated 07/01/2008 has revealed that there are 2 GWCI sites within approximately 0.5 miles of the target property.

| <u>Lower Elevation</u>                                      | <u>Address</u>              | <u>Direction / Distance</u>      | <u>Map ID</u> | <u>Page</u> |
|-------------------------------------------------------------|-----------------------------|----------------------------------|---------------|-------------|
| <b>FORMER COMMERCIAL WA<br/>Solid Waste Permit #: 18988</b> | <b>2965 N MAIN ST</b>       | <b>NNE 1/8 - 1/4 (0.211 mi.)</b> | <b>11</b>     | <b>20</b>   |
| <b>SPUR STATION 1215<br/>Solid Waste Permit #: 07715</b>    | <b>3320 N MAIN AT SUNSE</b> | <b>N 1/4 - 1/2 (0.497 mi.)</b>   | <b>E16</b>    | <b>27</b>   |

## EXECUTIVE SUMMARY

DRYCLEANERS: The Drycleaning Facility Restoration Trust Fund database is used to access, prioritize and cleanup contaminated registered drycleaning sites.

A review of the DRYCLEANERS list, as provided by EDR, and dated 02/01/2015 has revealed that there is 1 DRYCLEANERS site within approximately 0.25 miles of the target property.

| <u>Lower Elevation</u>                         | <u>Address</u>        | <u>Direction / Distance</u>    | <u>Map ID</u> | <u>Page</u> |
|------------------------------------------------|-----------------------|--------------------------------|---------------|-------------|
| <b>ARNOLD'S CLEANERS</b><br>BLWM Number: 53998 | <b>2601 N MAIN ST</b> | <b>SSE 0 - 1/8 (0.112 mi.)</b> | <b>B5</b>     | <b>10</b>   |

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR US Hist Auto Stat: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR US Hist Auto Stat list, as provided by EDR, has revealed that there are 2 EDR US Hist Auto Stat sites within approximately 0.25 miles of the target property.

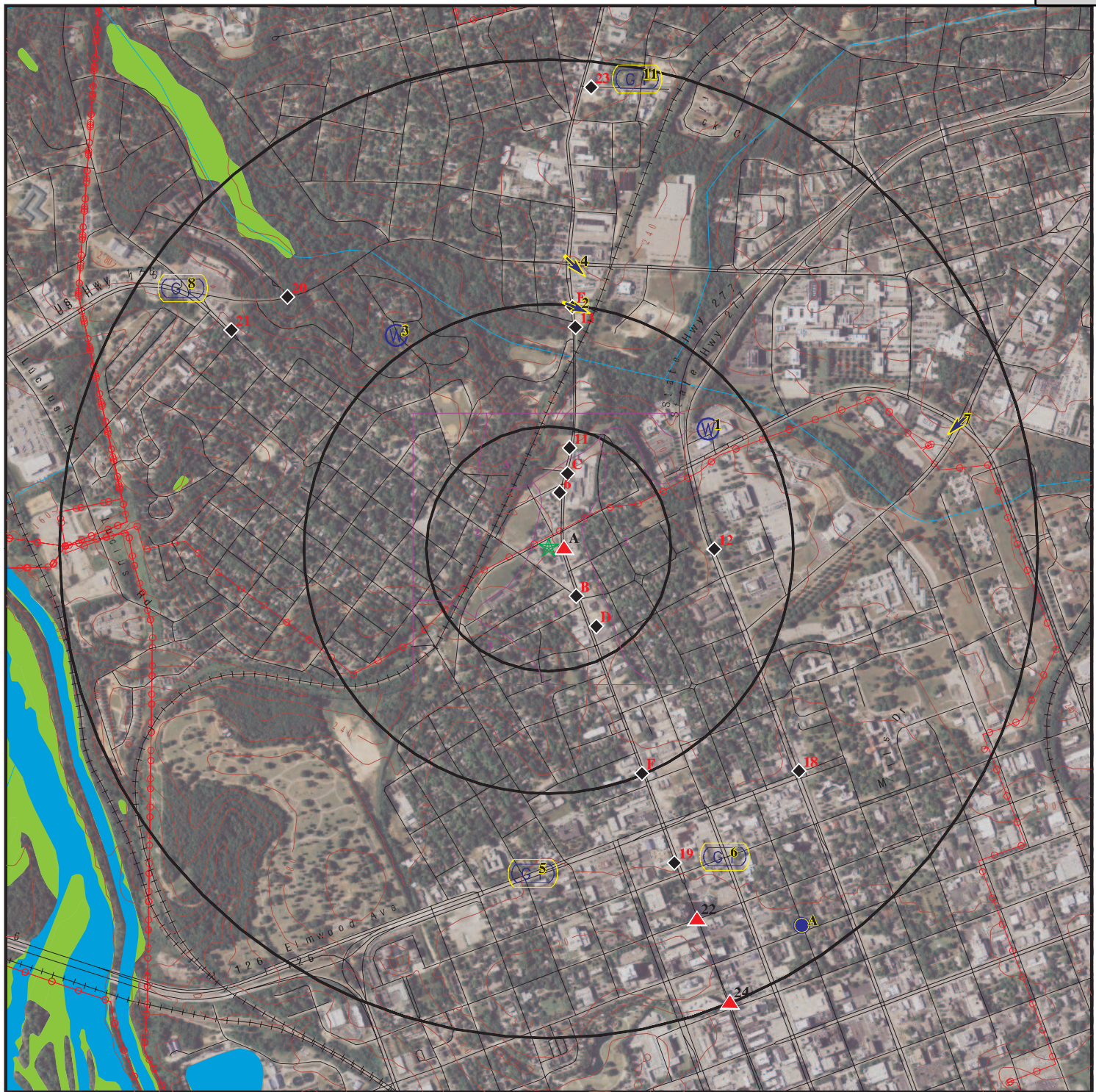
| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction / Distance</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|----------------|-----------------------------|---------------|-------------|
| Not reported                  | 2720 MAIN ST   | ESE 0 - 1/8 (0.035 mi.)     | A3            | 9           |
| <u>Lower Elevation</u>        | <u>Address</u> | <u>Direction / Distance</u> | <u>Map ID</u> | <u>Page</u> |
| Not reported                  | 2511 MAIN ST   | SSE 1/8 - 1/4 (0.191 mi.)   | D10           | 19          |

# EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 6 records.

| Site Name                          | Database(s) |
|------------------------------------|-------------|
| INA BEARING CO INC                 | SHWS        |
| ALLIED CHEMICAL FIBER DIV          | SHWS        |
| ESTECH GENERAL CHEMICALS CORP      | SHWS        |
| VIRGINIA CAROLINA CHEMICAL (VCC) G | CERCLIS     |
| VIRGINIA CAROLINA CHEMICAL (VCC) C | CERCLIS     |
| KRISPY KREME                       | LUST        |





- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites

- Indian Reservations BIA
- Power transmission lines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands

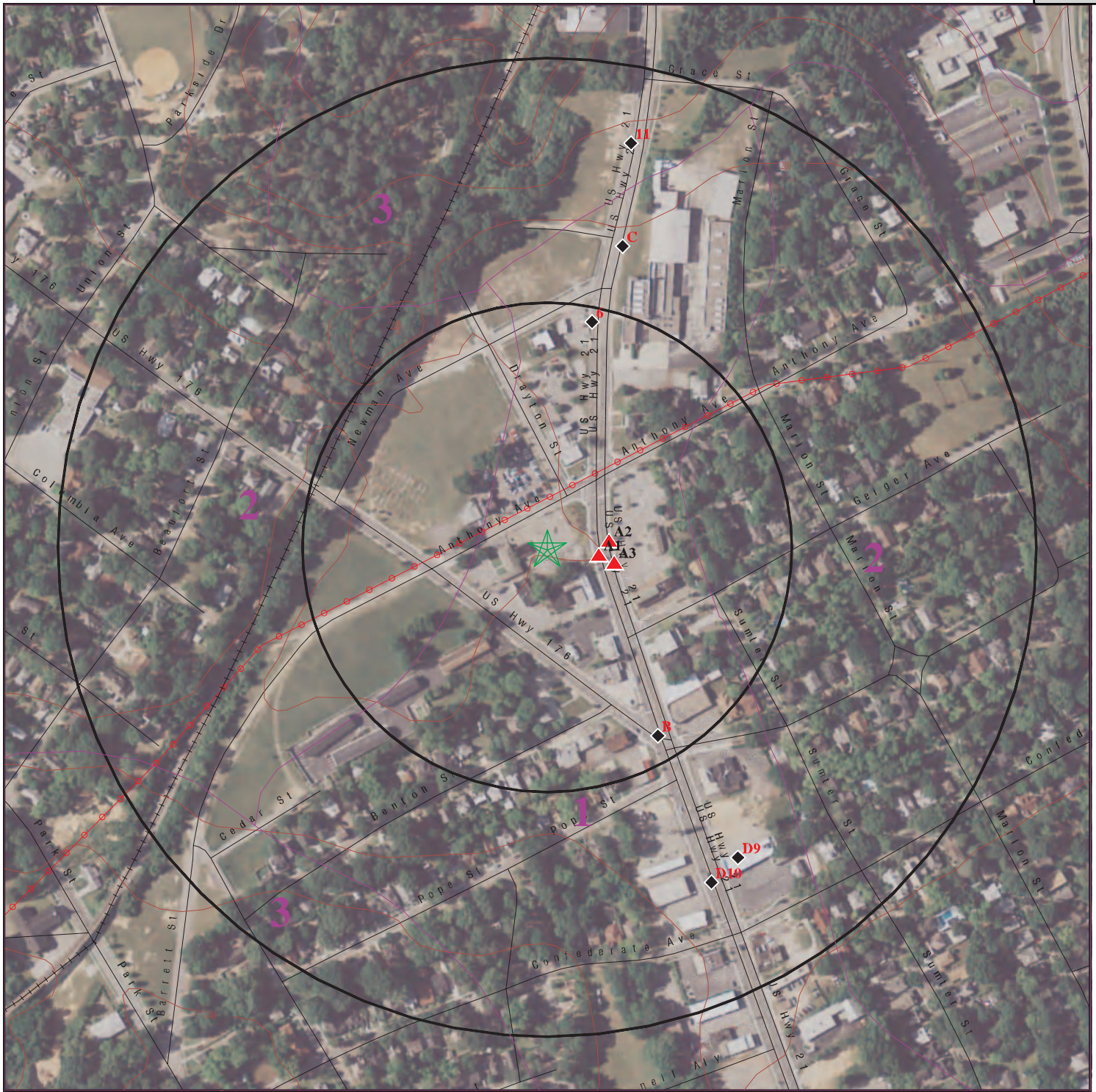
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 2725 Drayton St.  
 ADDRESS: 2725 Drayton St.  
 Columbia SC 29201  
 LAT/LONG: 34.0216 / 81.043

CLIENT: ARM Environmental Services  
 CONTACT: Richard Ciccolella  
 INQUIRY #: 4347182.2s  
 DATE: July 07, 2015 4:13 pm

Packet Pg. 750





- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- 🏠 National Priority List Sites
- 🏠 Dept. Defense Sites

- 🏠 Indian Reservations BIA
- ⚡ Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone

0 1/16 1/8 1/4 Miles



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 2725 Drayton St.  
 ADDRESS: 2725 Drayton St.  
 Columbia SC 29201  
 LAT/LONG: 34.0216 / 81.043

CLIENT: ARM Environmental Services  
 CONTACT: Richard Ciccolella  
 INQUIRY #: 4347182.2s  
 DATE: July 07, 2015 4:15 pm

Packet Pg. 751

## MAP FINDINGS SUMMARY

| Database                                                                           | Search<br>Distance<br>(Miles) | Target<br>Property | < 1/8 | 1/8 - 1/4 | 1/4 - 1/2 | 1/2 - 1 | > 1 | Total<br>Plotted |
|------------------------------------------------------------------------------------|-------------------------------|--------------------|-------|-----------|-----------|---------|-----|------------------|
| <b><u>STANDARD ENVIRONMENTAL RECORDS</u></b>                                       |                               |                    |       |           |           |         |     |                  |
| <b><i>Federal NPL site list</i></b>                                                |                               |                    |       |           |           |         |     |                  |
| NPL                                                                                | 1.000                         |                    | 0     | 0         | 0         | 0       | NR  | 0                |
| Proposed NPL                                                                       | 1.000                         |                    | 0     | 0         | 0         | 0       | NR  | 0                |
| NPL LIENS                                                                          | TP                            |                    | NR    | NR        | NR        | NR      | NR  | 0                |
| <b><i>Federal Delisted NPL site list</i></b>                                       |                               |                    |       |           |           |         |     |                  |
| Delisted NPL                                                                       | 1.000                         |                    | 0     | 0         | 0         | 0       | NR  | 0                |
| <b><i>Federal CERCLIS list</i></b>                                                 |                               |                    |       |           |           |         |     |                  |
| CERCLIS                                                                            | 0.500                         |                    | 0     | 0         | 0         | NR      | NR  | 0                |
| FEDERAL FACILITY                                                                   | 0.500                         |                    | 0     | 0         | 0         | NR      | NR  | 0                |
| <b><i>Federal CERCLIS NFRAP site List</i></b>                                      |                               |                    |       |           |           |         |     |                  |
| CERC-NFRAP                                                                         | 0.500                         |                    | 0     | 0         | 0         | NR      | NR  | 0                |
| <b><i>Federal RCRA CORRACTS facilities list</i></b>                                |                               |                    |       |           |           |         |     |                  |
| CORRACTS                                                                           | 1.000                         |                    | 0     | 0         | 0         | 1       | NR  | 1                |
| <b><i>Federal RCRA non-CORRACTS TSD facilities list</i></b>                        |                               |                    |       |           |           |         |     |                  |
| RCRA-TSDF                                                                          | 0.500                         |                    | 0     | 0         | 0         | NR      | NR  | 0                |
| <b><i>Federal RCRA generators list</i></b>                                         |                               |                    |       |           |           |         |     |                  |
| RCRA-LQG                                                                           | 0.250                         |                    | 0     | 0         | NR        | NR      | NR  | 0                |
| RCRA-SQG                                                                           | 0.250                         |                    | 0     | 0         | NR        | NR      | NR  | 0                |
| RCRA-CESQG                                                                         | 0.250                         |                    | 0     | 0         | NR        | NR      | NR  | 0                |
| <b><i>Federal institutional controls /<br/>engineering controls registries</i></b> |                               |                    |       |           |           |         |     |                  |
| US ENG CONTROLS                                                                    | 0.500                         |                    | 0     | 0         | 0         | NR      | NR  | 0                |
| US INST CONTROL                                                                    | 0.500                         |                    | 0     | 0         | 0         | NR      | NR  | 0                |
| LUCIS                                                                              | 0.500                         |                    | 0     | 0         | 0         | NR      | NR  | 0                |
| <b><i>Federal ERNS list</i></b>                                                    |                               |                    |       |           |           |         |     |                  |
| ERNS                                                                               | TP                            |                    | NR    | NR        | NR        | NR      | NR  | 0                |
| <b><i>State- and tribal - equivalent CERCLIS</i></b>                               |                               |                    |       |           |           |         |     |                  |
| SHWS                                                                               | 1.000                         |                    | 1     | 0         | 2         | 6       | NR  | 9                |
| <b><i>State and tribal landfill and/or<br/>solid waste disposal site lists</i></b> |                               |                    |       |           |           |         |     |                  |
| SWF/LF                                                                             | 0.500                         |                    | 0     | 0         | 0         | NR      | NR  | 0                |
| <b><i>State and tribal leaking storage tank lists</i></b>                          |                               |                    |       |           |           |         |     |                  |
| LUST                                                                               | 0.500                         |                    | 1     | 1         | 4         | NR      | NR  | 6                |
| INDIAN LUST                                                                        | 0.500                         |                    | 0     | 0         | 0         | NR      | NR  | 0                |
| <b><i>State and tribal registered storage tank lists</i></b>                       |                               |                    |       |           |           |         |     |                  |
| UST                                                                                | 0.250                         |                    | 3     | 2         | NR        | NR      | NR  | 5                |

## MAP FINDINGS SUMMARY

| Database                                                                       | Search Distance (Miles) | Target Property | < 1/8 | 1/8 - 1/4 | 1/4 - 1/2 | 1/2 - 1 | > 1 | Total Plotted |
|--------------------------------------------------------------------------------|-------------------------|-----------------|-------|-----------|-----------|---------|-----|---------------|
| AST                                                                            | 0.250                   |                 | 0     | 0         | NR        | NR      | NR  | 0             |
| INDIAN UST                                                                     | 0.250                   |                 | 0     | 0         | NR        | NR      | NR  | 0             |
| FEMA UST                                                                       | 0.250                   |                 | 0     | 0         | NR        | NR      | NR  | 0             |
| <b>State and tribal institutional control / engineering control registries</b> |                         |                 |       |           |           |         |     |               |
| RCR                                                                            | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| AUL                                                                            | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| <b>State and tribal voluntary cleanup sites</b>                                |                         |                 |       |           |           |         |     |               |
| INDIAN VCP                                                                     | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| VCP                                                                            | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| <b>State and tribal Brownfields sites</b>                                      |                         |                 |       |           |           |         |     |               |
| BROWNFIELDS                                                                    | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| <b>ADDITIONAL ENVIRONMENTAL RECORDS</b>                                        |                         |                 |       |           |           |         |     |               |
| <b>Local Brownfield lists</b>                                                  |                         |                 |       |           |           |         |     |               |
| US BROWNFIELDS                                                                 | 0.500                   |                 | 0     | 1         | 0         | NR      | NR  | 1             |
| <b>Local Lists of Landfill / Solid Waste Disposal Sites</b>                    |                         |                 |       |           |           |         |     |               |
| ODI                                                                            | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| DEBRIS REGION 9                                                                | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| SWRCY                                                                          | 0.500                   |                 | 0     | 0         | 1         | NR      | NR  | 1             |
| INDIAN ODI                                                                     | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| <b>Local Lists of Hazardous waste / Contaminated Sites</b>                     |                         |                 |       |           |           |         |     |               |
| US CDL                                                                         | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| ALLSITES                                                                       | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| CDL                                                                            | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| US HIST CDL                                                                    | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| <b>Local Land Records</b>                                                      |                         |                 |       |           |           |         |     |               |
| LIENS 2                                                                        | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| <b>Records of Emergency Release Reports</b>                                    |                         |                 |       |           |           |         |     |               |
| HMIRS                                                                          | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| SPILLS                                                                         | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| SPILLS 80                                                                      | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| SPILLS 90                                                                      | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| <b>Other Ascertainable Records</b>                                             |                         |                 |       |           |           |         |     |               |
| RCRA NonGen / NLR                                                              | 0.250                   |                 | 1     | 1         | NR        | NR      | NR  | 2             |
| DOT OPS                                                                        | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| DOD                                                                            | 1.000                   |                 | 0     | 0         | 0         | 0       | NR  | 0             |
| FUDS                                                                           | 1.000                   |                 | 0     | 0         | 0         | 0       | NR  | 0             |
| CONSENT                                                                        | 1.000                   |                 | 0     | 0         | 0         | 0       | NR  | 0             |

## MAP FINDINGS SUMMARY

| Database            | Search Distance (Miles) | Target Property | < 1/8 | 1/8 - 1/4 | 1/4 - 1/2 | 1/2 - 1 | > 1 | Total Plotted |
|---------------------|-------------------------|-----------------|-------|-----------|-----------|---------|-----|---------------|
| ROD                 | 1.000                   |                 | 0     | 0         | 0         | 0       | NR  | 0             |
| UMTRA               | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| US MINES            | 0.250                   |                 | 0     | 0         | NR        | NR      | NR  | 0             |
| TRIS                | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| TSCA                | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| FTTS                | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| HIST FTTS           | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| SSTS                | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| ICIS                | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| PADS                | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| MLTS                | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| RADINFO             | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| FINDS               | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| RAATS               | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| RMP                 | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| GWCI                | 0.500                   |                 | 0     | 1         | 1         | NR      | NR  | 2             |
| UIC                 | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| DRYCLEANERS         | 0.250                   |                 | 1     | 0         | NR        | NR      | NR  | 1             |
| NPDES               | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| AIRS                | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| INDIAN RESERV       | 1.000                   |                 | 0     | 0         | 0         | 0       | NR  | 0             |
| SCRD DRYCLEANERS    | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| Financial Assurance | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| COAL ASH            | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| LEAD SMELTERS       | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| US AIRS             | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| EPA WATCH LIST      | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| US FIN ASSUR        | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| COAL ASH EPA        | 0.500                   |                 | 0     | 0         | 0         | NR      | NR  | 0             |
| PCB TRANSFORMER     | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| COAL ASH DOE        | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |
| 2020 COR ACTION     | 0.250                   |                 | 0     | 0         | NR        | NR      | NR  | 0             |
| PRP                 | TP                      |                 | NR    | NR        | NR        | NR      | NR  | 0             |

### EDR HIGH RISK HISTORICAL RECORDS

#### *EDR Exclusive Records*

|                       |       |  |   |   |    |    |    |   |
|-----------------------|-------|--|---|---|----|----|----|---|
| EDR MGP               | 1.000 |  | 0 | 0 | 0  | 0  | NR | 0 |
| EDR US Hist Auto Stat | 0.250 |  | 1 | 1 | NR | NR | NR | 2 |
| EDR US Hist Cleaners  | 0.250 |  | 0 | 0 | NR | NR | NR | 0 |

### EDR RECOVERED GOVERNMENT ARCHIVES

#### *Exclusive Recovered Govt. Archives*

|          |    |  |    |    |    |    |    |   |
|----------|----|--|----|----|----|----|----|---|
| RGA HWS  | TP |  | NR | NR | NR | NR | NR | 0 |
| RGA LF   | TP |  | NR | NR | NR | NR | NR | 0 |
| RGA LUST | TP |  | NR | NR | NR | NR | NR | 0 |

|             |  |   |   |   |   |   |   |    |
|-------------|--|---|---|---|---|---|---|----|
| - Totals -- |  | 0 | 8 | 7 | 8 | 7 | 0 | 30 |
|-------------|--|---|---|---|---|---|---|----|



## MAP FINDINGS SUMMARY

| <u>Database</u> | <u>Search<br/>Distance<br/>(Miles)</u> | <u>Target<br/>Property</u> | <u>&lt; 1/8</u> | <u>1/8 - 1/4</u> | <u>1/4 - 1/2</u> | <u>1/2 - 1</u> | <u>&gt; 1</u> | <u>Total<br/>Plotted</u> |
|-----------------|----------------------------------------|----------------------------|-----------------|------------------|------------------|----------------|---------------|--------------------------|
|-----------------|----------------------------------------|----------------------------|-----------------|------------------|------------------|----------------|---------------|--------------------------|

### NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**A1**  
**East**  
**< 1/8**  
**0.027 mi.**  
**141 ft.**

**CRICKET 3879**  
**2715 MAIN ST**  
**COLUMBIA, SC 29201**

**Site 1 of 3 in cluster A**

**UST**  
**Financial Assurance**

**U003930634**  
**N/A**

**Relative:**  
**Higher**

UST:

Facility ID: 18948  
Owner: LIL CRICKET FOOD STORES  
Owner Contact: GORDON ZUBER  
Owner Address: PO BOX 18003  
Owner City,St,Zip: SPARTANBURG, SC 29305-4551  
Owner Phone: 864-582-7199  
Contact: GORDON ZUBER  
Contact Phone: 803-779-0008

**Actual:**  
**300 ft.**

Tank ID: 1  
**Status:** **Currently in use**  
Capacity: 12000  
Product: RUL  
Calcage: 0

Tank ID: 2  
**Status:** **Currently in use**  
Capacity: 8000  
Product: PREM  
Calcage: 0

SC Financial Assurance 3:

Owner Name: LIL CRICKET FOOD STORES  
Owner Address: PO BOX 3227  
Owner City: WILMINGTON  
Owner State: NC  
Owner Zip: 28406-3227  
Mechanism: Guarantee  
Date Expired: 05/01/15  
Bill: 2  
RNU: 0  
Rel Number: N

**A2**  
**East**  
**< 1/8**  
**0.032 mi.**  
**169 ft.**

**TAYLOR SITE**  
**2730 MAIN ST**  
**COLUMBIA, SC 29201**

**Site 2 of 3 in cluster A**

**LUST**  
**S105860856**  
**N/A**

**Relative:**  
**Higher**

LUST:

Facility ID: 15975  
Release Number: 1  
Facility Status: Not reported  
Substance: PETRO  
Owner: LARRY TAYLOR  
**NFA Date:** **05/05/95**  
Date Confirmed: 06/29/93  
Report Date: 06/29/93  
Rank: Not reported

**Actual:**  
**300 ft.**

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

A3  
ESE  
< 1/8  
0.035 mi.  
186 ft.

2720 MAIN ST  
COLUMBIA, SC 29201

Site 3 of 3 in cluster A

EDR US Hist Auto Stat 1015380916  
N/A

Relative:  
Higher

EDR Historical Auto Stations:

Name: JACOBS AUTOMOTIVE GROUP  
Year: 2008  
Address: 2720 MAIN ST

Actual:  
300 ft.

Name: JACOBS AUTOMOTIVE GROUP  
Year: 2009  
Address: 2720 MAIN ST

B4  
SSE  
< 1/8  
0.112 mi.  
590 ft.

ARNOLD'S CLEANERS  
2601 N MAIN STREET  
COLUMBIA, SC 29201

Site 1 of 2 in cluster B

RCRA NonGen / NLR 1000449050  
SCD987572237

Relative:  
Lower

RCRA NonGen / NLR:

Date form received by agency: 05/25/1994  
Facility name: ARNOLD'S CLEANERS  
Facility address: 2601 N MAIN STREET  
COLUMBIA, SC 29201  
EPA ID: SCD987572237  
Mailing address: N MAIN STREET  
COLUMBIA, SC 29201  
Contact: NEAL-V.P. FREEMAN  
Contact address: 2601 N MAIN STREET  
COLUMBIA, SC 29201  
Contact country: US  
Contact telephone: (803) 765-0673  
Contact email: Not reported  
EPA Region: 04  
Classification: Non-Generator  
Description: Handler: Non-Generators do not presently generate hazardous waste

Actual:  
295 ft.

Owner/Operator Summary:

Owner/operator name: JACK SHAW  
Owner/operator address: 101 SUNBELT DR  
COLUMBIA, SC 29206  
Owner/operator country: Not reported  
Owner/operator telephone: (803) 765-0675  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: Not reported  
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No  
Mixed waste (haz. and radioactive): No  
Recycler of hazardous waste: No  
Transporter of hazardous waste: No  
Treater, storer or disposer of HW: No  
Underground injection activity: No  
On-site burner exemption: No  
Furnace exemption: No

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

## ARNOLD'S CLEANERS (Continued)

1000449050

Used oil fuel burner: No  
Used oil processor: No  
User oil refiner: No  
Used oil fuel marketer to burner: No  
Used oil Specification marketer: No  
Used oil transfer facility: No  
Used oil transporter: No

. Waste code: D039  
. Waste name: TETRACHLOROETHYLENE

. Waste code: F002  
. Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Violation Status: No violations found

B5  
SSE  
< 1/8  
0.112 mi.  
590 ft.

ARNOLD'S CLEANERS  
2601 N MAIN ST  
COLUMBIA, SC 29201  
Site 2 of 2 in cluster B

SHWS  
UST  
SPILLS  
DRYCLEANERS  
U003519050  
N/A

Relative:  
Lower

SHWS:  
EPA ID: SCDRY0053998

Actual:  
295 ft.

UST:  
Facility ID: 17991  
Owner: ARNOLD'S CLEANERS  
Owner Contact: JACK SHAW  
Owner Address: 2601 N MAIN ST  
Owner City,St,Zip: COLUMBIA, SC 29201  
Owner Phone: 803-765-0675  
Contact: JACK SHAW  
Contact Phone: 803-765-0675

Tank ID: 1  
**Status:** Abandoned  
Capacity: Not reported  
Product: Gasoline  
Calcage: 25

Tank ID: 2  
**Status:** Abandoned  
Capacity: Not reported  
Product: Gasoline  
Calcage: 25

SPILL:  
Incident ID number: 41145638

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ARNOLD'S CLEANERS (Continued)**

**U003519050**

Incident Name: 200804215  
District Logged In: Not reported  
Date DHEC notified: 06/29/2008  
DHEC notification: 1430  
Observed date: 06/29/2008  
observed\_t: 1430  
Spill Date: 06/29/2008  
Spill Time: 1430  
Duration: Not reported  
Created Date: 06/30/2008  
Updated Date: 06/30/2008  
District Name: Columbia EQC Office  
PRP Last Name: Not reported  
PRP First Name: Not reported  
Incident substance type: Oil  
Received by Name: RYAN MCDANIEL  
Revieved by Name: Not reported  
Transportation: Not reported  
Surface water affected: Not reported  
Lead Investigator Name: Not reported  
CCBEP: No  
Water body: Not reported  
Caller Last Name: Not reported  
Caller name: Not reported  
Caller phone number: Not reported  
Caller extension: Not reported  
Caller organization: Not reported  
Substance: Not reported  
Quantity: Not reported  
Units: Not reported  
Recovered: Not reported  
Recovered Units: Not reported  
Comments: Not reported

**Drycleaners:**

BLWM Number: 53998  
Rank: 3rd

**6**  
**NNE**  
**< 1/8**  
**0.117 mi.**  
**620 ft.**

**MANUEL ZORGAS**  
**CORNER OF MAIN & NEWMAN ST**  
**COLUMBIA, SC 29202**

**UST U003523381**  
**N/A**

**Relative:**  
**Lower**

**UST:**

Facility ID: 7823  
Owner: KAYO OIL CO  
Owner Contact: ANNIE MOSELEY  
Owner Address: PO BOX 4784  
Owner City,St,Zip: HOUSTON, TX 77210-4784  
Owner Phone: - -  
Contact: ANNIE MOSELEY  
Contact Phone: Not reported

**Actual:**  
**291 ft.**

Tank ID: 1  
**Status: Abandoned**



Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MANUEL ZORGAS (Continued)****U003523381**

Capacity: Not reported  
Product: Miscellaneous Hydrocarbons  
Calcage: 20

**C7**  
**NNE**  
**1/8-1/4**  
**0.159 mi.**  
**837 ft.**

**COCA COLA BOTTLING CO**  
**2830 MAIN ST**  
**COLUMBIA, SC 29202**  
**Site 1 of 2 in cluster C**

**UST** **U003975498**  
**N/A**

**Relative:**  
**Lower**

UST:

**Actual:**  
**283 ft.**

Facility ID: 7539  
Owner: COCA COLA BOTTLING CO CONSOLIDATED  
Owner Contact: FURMAN FURTICK  
Owner Address: 1001 N POINT BLVD  
Owner City,St,Zip: BLYTHEWOOD, SC 29016  
Owner Phone: 803-691-5300  
Contact: FURMAN FURTICK  
Contact Phone: 803-251-2482

Tank ID: 1  
**Status:** **Abandoned**  
Capacity: 2000  
Product: Kerosene  
Calcage: Not reported

Tank ID: 1  
**Status:** **Abandoned**  
Capacity: 10000  
Product: Kerosene  
Calcage: 25

Tank ID: 2  
**Status:** **Abandoned**  
Capacity: 10000  
Product: Diesel  
Calcage: 10

Tank ID: 3  
**Status:** **Abandoned**  
Capacity: 10000  
Product: Gasoline  
Calcage: 10

Tank ID: 4  
**Status:** **Abandoned**  
Capacity: 10000  
Product: Gasoline  
Calcage: 25

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

C8  
NNE  
1/8-1/4  
0.159 mi.  
837 ft.

COLUMBIA COCA-COLA  
2830 MAIN STREET  
COLUMBIA, SC 29204

RCRA NonGen / NLR  
FINDS

1000449058  
SCD987574100

Site 2 of 2 in cluster C

Relative:  
Lower

RCRA NonGen / NLR:

Date form received by agency: 03/27/2002

Facility name: COLUMBIA COCA-COLA

Facility address: 2830 MAIN STREET  
COLUMBIA, SC 29204

EPA ID: SCD987574100

Mailing address: MAIN STREET  
COLUMBIA, SC 29204

Contact: JEROME R. WRIGHT

Contact address: 2830 MAIN STREET  
COLUMBIA, SC 29204

Contact country: US

Contact telephone: (803) 251-2482

Contact email: Not reported

EPA Region: 04

Classification: Non-Generator

Description: Handler: Non-Generators do not presently generate hazardous waste

## Owner/Operator Summary:

Owner/operator name: COCA COLA BOTTLING CO CONSOLIDATED

Owner/operator address: 1899 ANDELL BLUFF BLVD  
JOHNS ISLAND, SC 29455

Owner/operator country: Not reported

Owner/operator telephone: (803) 768-6500

Legal status: Private

Owner/Operator Type: Owner

Owner/Op start date: Not reported

Owner/Op end date: Not reported

## Handler Activities Summary:

U.S. importer of hazardous waste: No

Mixed waste (haz. and radioactive): No

Recycler of hazardous waste: No

Transporter of hazardous waste: No

Treater, storer or disposer of HW: No

Underground injection activity: No

On-site burner exemption: No

Furnace exemption: No

Used oil fuel burner: No

Used oil processor: No

Used oil refiner: No

Used oil fuel marketer to burner: No

Used oil Specification marketer: No

Used oil transfer facility: No

Used oil transporter: No

. Waste code: D001

. Waste name: IGNITABLE WASTE

. Waste code: D018

. Waste name: BENZENE

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**COLUMBIA COCA-COLA (Continued)****1000449058**

- . Waste code: D039
- . Waste name: TETRACHLOROETHYLENE
  
- . Waste code: F003
- . Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
  
- . Waste code: F005
- . Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

## Historical Generators:

Date form received by agency: 08/27/1990  
 Site name: COLUMBIA COCA-COLA  
 Classification: Small Quantity Generator

Violation Status: No violations found

## FINDS:

Registry ID: 110002244928

## Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

**D9**  
**SSE**  
**1/8-1/4**  
**0.186 mi.**  
**983 ft.**

**2510 NORTH MAIN STREET**  
**2510 NORTH MAIN STREET**  
**COLUMBIA, SC 29201**

**US BROWNFIELDS**  
**FINDS**  
**1016356043**  
**N/A**

**Site 1 of 2 in cluster D**

**Relative:**  
**Lower**

## US BROWNFIELDS:

Recipient name: Columbia, City of  
 Grant type: Assessment  
 Property name: 2510 NORTH MAIN STREET  
 Property #: Not reported  
 Parcel size: .6

**Actual:**  
**291 ft.**

Property Description: The site contains a one story building approximately 7,000 square-foot commercial office/warehouse building. The building is a

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**2510 NORTH MAIN STREET (Continued)**

**1016356043**

concrete and wood structure with a flat, tar and gravel roof, on a concrete slab foundation. The site has been occupied by the current structure since approximately 1930. Several adjacent and surrounding properties have housed service stations or dry cleaners throughout the years. The past uses identified include a gas station at 2548 North Main Street a gas station at 2434 North Main Street a service station at 2500 Main Street Radiator Express at 2511 North Main Street La Belle Cleaners and Furriers at 2527 North Main Street, and a gas station at 2533 North Main Street.

Latitude: 34.019489  
Longitude: -81.0411759  
HCM label: Not reported  
Map scale: Not reported  
Point of reference: Not reported  
Datum: Not reported  
ACRES property ID: 116341  
Start date: Not reported  
Completed date: Not reported  
Acres cleaned up: Not reported  
Cleanup funding: Not reported  
Cleanup funding source: Not reported  
Assessment funding: 1145  
Assessment funding source: US EPA - Brownfields Assessment Cooperative Agreement  
Redevelopment funding: Not reported  
Redev. funding source: Not reported  
Redev. funding entity name: Not reported  
Redevelopment start date: Not reported  
Assessment funding entity: EPA  
Cleanup funding entity: Not reported  
Grant type: P  
Accomplishment type: Supplemental Assessment  
Accomplishment count: 0  
Cooperative agreement #: 95427109  
Ownership entity: Not reported  
Current owner: Mr. Dunlap with Dial, Dunlap & Edwards  
Did owner change: N  
Cleanup required: No  
Video available: No  
Photo available: Yes  
Institutional controls required: N  
IC Category proprietary controls: Not reported  
IC cat. info. devices: Not reported  
IC cat. gov. controls: Not reported  
IC cat. enforcement permit tools: Not reported  
IC in place date: Not reported  
IC in place: No  
State/tribal program date: Not reported  
State/tribal program ID: Not reported  
State/tribal NFA date: Not reported  
Air contaminated: Not reported  
Air cleaned: Not reported  
Asbestos found: Not reported  
Asbestos cleaned: Not reported  
Controlled substance found: Not reported  
Controlled substance cleaned: Not reported  
Drinking water affected: Not reported  
Drinking water cleaned: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**2510 NORTH MAIN STREET (Continued)**

**1016356043**

|                                   |              |
|-----------------------------------|--------------|
| Groundwater affected:             | Not reported |
| Groundwater cleaned:              | Not reported |
| Lead contaminant found:           | Not reported |
| Lead cleaned up:                  | Not reported |
| No media affected:                | Y            |
| Unknown media affected:           | Not reported |
| Other cleaned up:                 | Not reported |
| Other metals found:               | Not reported |
| Other metals cleaned:             | Not reported |
| Other contaminants found:         | Not reported |
| Other contams found description:  | Not reported |
| PAHs found:                       | Not reported |
| PAHs cleaned up:                  | Not reported |
| PCBs found:                       | Not reported |
| PCBs cleaned up:                  | Not reported |
| Petro products found:             | Not reported |
| Petro products cleaned:           | Not reported |
| Sediments found:                  | Not reported |
| Sediments cleaned:                | Not reported |
| Soil affected:                    | Not reported |
| Soil cleaned up:                  | Not reported |
| Surface water cleaned:            | Not reported |
| VOCs found:                       | Not reported |
| VOCs cleaned:                     | Not reported |
| Cleanup other description:        | Not reported |
| Num. of cleanup and re-dev. jobs: | Not reported |
| Past use greenspace acreage:      | Not reported |
| Past use residential acreage:     | Not reported |
| Past use commercial acreage:      | .6           |
| Past use industrial acreage:      | Not reported |
| Future use greenspace acreage:    | Not reported |
| Future use residential acreage:   | Not reported |
| Future use commercial acreage:    | .6           |
| Future use industrial acreage:    | Not reported |
| Greenspace acreage and type:      | Not reported |
| Superfund Fed. landowner flag:    | N            |
| Arsenic cleaned up:               | Not reported |
| Cadmium cleaned up:               | Not reported |
| Chromium cleaned up:              | Not reported |
| Copper cleaned up:                | Not reported |
| Iron cleaned up:                  | Not reported |
| mercury cleaned up:               | Not reported |
| nickel cleaned up:                | Not reported |
| No clean up:                      | Not reported |
| Pesticides cleaned up:            | Not reported |
| Selenium cleaned up:              | Not reported |
| SVOCs cleaned up:                 | Not reported |
| Unknown clean up:                 | Not reported |
| Arsenic contaminant found:        | Not reported |
| Cadmium contaminant found:        | Not reported |
| Chromium contaminant found:       | Not reported |
| Copper contaminant found:         | Not reported |
| Iron contaminant found:           | Not reported |
| Mercury contaminant found:        | Not reported |
| Nickel contaminant found:         | Not reported |
| No contaminant found:             | Not reported |
| Pesticides contaminant found:     | Not reported |



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**2510 NORTH MAIN STREET (Continued)**

**1016356043**

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Selenium contaminant found:         | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| SVOCs contaminant found:            | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Unknown contaminant found:          | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Future Use: Multistory              | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Media affected Bluiding Material:   | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Media affected indoor air:          | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Building material media cleaned up: | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Indoor air media cleaned up:        | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Unknown media cleaned up:           | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Past Use: Multistory                | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Recipient name:                     | Columbia, City of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Grant type:                         | Assessment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Property name:                      | 2510 NORTH MAIN STREET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Property #:                         | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Parcel size:                        | .6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Property Description:               | The site contains a one story building approximately 7,000 square-foot commercial office/warehouse building. The building is a concrete and wood structure with a flat, tar and gravel roof, on a concrete slab foundation. The site has been occupied by the current structure since approximatly 1930. Several adjacent and surrounding properties have housed service stations or dry cleaners throughout the years. The past uses identified include a gas station at 2548 North Main Street a gas station at 2434 North Main Street a service station at 2500 Main Street Radiator Express at 2511 North Main Street La Belle Cleaners and Furriers at 2527 North Main Street, and a gas station at 2533 North Main Street. |
| Latitude:                           | 34.019489                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Longitude:                          | -81.0411759                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| HCM label:                          | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Map scale:                          | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Point of reference:                 | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Datum:                              | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| ACRES property ID:                  | 116341                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Start date:                         | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Completed date:                     | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Acres cleaned up:                   | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Cleanup funding:                    | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Cleanup funding source:             | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Assessment funding:                 | 2050                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Assessment funding source:          | US EPA - Brownfields Assessment Cooperative Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Redevelopment funding:              | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Redev. funding source:              | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Redev. funding entity name:         | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Redevelopment start date:           | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Assessment funding entity:          | EPA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Cleanup funding entity:             | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Grant type:                         | P                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Accomplishment type:                | Phase I Environmental Assessment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Accomplishment count:               | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Cooperative agreement #:            | 95427109                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Ownership entity:                   | Not reported                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Current owner:                      | Mr. Dunlap with Dial, Dunlap & Edwards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Did owner change:                   | N                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Cleanup required:                   | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Video available:                    | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Photo available:                    | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**2510 NORTH MAIN STREET (Continued)**

**1016356043**

|                                   |              |
|-----------------------------------|--------------|
| Institutional controls required:  | N            |
| IC Category proprietary controls: | Not reported |
| IC cat. info. devices:            | Not reported |
| IC cat. gov. controls:            | Not reported |
| IC cat. enforcement permit tools: | Not reported |
| IC in place date:                 | Not reported |
| IC in place:                      | No           |
| State/tribal program date:        | Not reported |
| State/tribal program ID:          | Not reported |
| State/tribal NFA date:            | Not reported |
| Air contaminated:                 | Not reported |
| Air cleaned:                      | Not reported |
| Asbestos found:                   | Not reported |
| Asbestos cleaned:                 | Not reported |
| Controlled substance found:       | Not reported |
| Controlled substance cleaned:     | Not reported |
| Drinking water affected:          | Not reported |
| Drinking water cleaned:           | Not reported |
| Groundwater affected:             | Not reported |
| Groundwater cleaned:              | Not reported |
| Lead contaminant found:           | Not reported |
| Lead cleaned up:                  | Not reported |
| No media affected:                | Y            |
| Unknown media affected:           | Not reported |
| Other cleaned up:                 | Not reported |
| Other metals found:               | Not reported |
| Other metals cleaned:             | Not reported |
| Other contaminants found:         | Not reported |
| Other contams found description:  | Not reported |
| PAHs found:                       | Not reported |
| PAHs cleaned up:                  | Not reported |
| PCBs found:                       | Not reported |
| PCBs cleaned up:                  | Not reported |
| Petro products found:             | Not reported |
| Petro products cleaned:           | Not reported |
| Sediments found:                  | Not reported |
| Sediments cleaned:                | Not reported |
| Soil affected:                    | Not reported |
| Soil cleaned up:                  | Not reported |
| Surface water cleaned:            | Not reported |
| VOCs found:                       | Not reported |
| VOCs cleaned:                     | Not reported |
| Cleanup other description:        | Not reported |
| Num. of cleanup and re-dev. jobs: | Not reported |
| Past use greenspace acreage:      | Not reported |
| Past use residential acreage:     | Not reported |
| Past use commercial acreage:      | .6           |
| Past use industrial acreage:      | Not reported |
| Future use greenspace acreage:    | Not reported |
| Future use residential acreage:   | Not reported |
| Future use commercial acreage:    | .6           |
| Future use industrial acreage:    | Not reported |
| Greenspace acreage and type:      | Not reported |
| Superfund Fed. landowner flag:    | N            |
| Arsenic cleaned up:               | Not reported |
| Cadmium cleaned up:               | Not reported |
| Chromium cleaned up:              | Not reported |

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**2510 NORTH MAIN STREET (Continued)**

**1016356043**

|                                     |              |
|-------------------------------------|--------------|
| Copper cleaned up:                  | Not reported |
| Iron cleaned up:                    | Not reported |
| mercury cleaned up:                 | Not reported |
| nickel cleaned up:                  | Not reported |
| No clean up:                        | Not reported |
| Pesticides cleaned up:              | Not reported |
| Selenium cleaned up:                | Not reported |
| SVOCs cleaned up:                   | Not reported |
| Unknown clean up:                   | Not reported |
| Arsenic contaminant found:          | Not reported |
| Cadmium contaminant found:          | Not reported |
| Chromium contaminant found:         | Not reported |
| Copper contaminant found:           | Not reported |
| Iron contaminant found:             | Not reported |
| Mercury contaminant found:          | Not reported |
| Nickel contaminant found:           | Not reported |
| No contaminant found:               | Not reported |
| Pesticides contaminant found:       | Not reported |
| Selenium contaminant found:         | Not reported |
| SVOCs contaminant found:            | Not reported |
| Unknown contaminant found:          | Not reported |
| Future Use: Multistory              | Not reported |
| Media affected Bluiding Material:   | Not reported |
| Media affected indoor air:          | Not reported |
| Building material media cleaned up: | Not reported |
| Indoor air media cleaned up:        | Not reported |
| Unknown media cleaned up:           | Not reported |
| Past Use: Multistory                | Not reported |

**FINDS:**

Registry ID: 110041720359

**Environmental Interest/Information System**

US EPA Assessment, Cleanup and Redevelopment Exchange System (ACRES)  
is an federal online database for Brownfields Grantees to  
electronically submit data directly to EPA.

**D10**  
**SSE**  
**1/8-1/4**  
**0.191 mi.**  
**1006 ft.**

**2511 MAIN ST**  
**COLUMBIA, SC 29201**

**Site 2 of 2 in cluster D**

**Relative:**  
**Lower**

EDR Historical Auto Stations:

|          |                          |
|----------|--------------------------|
| Name:    | AUTOMOTIVE PARTS EXPRESS |
| Year:    | 2010                     |
| Address: | 2511 MAIN ST             |

**Actual:**  
**290 ft.**

**EDR US Hist Auto Stat** **1015364727**  
**N/A**

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**11**  
**NNE**  
**1/8-1/4**  
**0.211 mi.**  
**1114 ft.**

**FORMER COMMERCIAL WAREHOUSE**  
**2965 N MAIN ST**  
**COLUMBIA, SC 29681**

**GWCI**  
**LUST**  
**UST**

**U003943105**  
**N/A**

**Relative:**  
**Lower**

SC GWIC:

**Actual:**  
**264 ft.**

Bureau: BLWM  
EAP ID: Not reported  
Solid Waste Permit #: Not reported  
Bureau of Land & Waste Management File #: Not reported  
Permit Number: 18988  
WPC Permit: Not reported  
Program: DUST  
Contamination: PETRO  
Petroleum Products: True  
Volatile Organic Compounds: False  
Metals: False  
Nitrates or Potential to Nitrate: False  
Pesticides & Herbicides: False  
Polychlorinated Biphenyls: False  
Base, Neutral, & Acid Extractables: False  
Phenols: False  
Radionuclides Over Max Contaminant Levels: False  
Sources Not In Other Categories: False  
Source: UST  
Underground Storage Tanks: True  
Pits, Ponds, & Lagoons: False  
Spills & Leaks: False  
Landfills: False  
Aboveground Storage Tank: False  
Spray Irrigation: False  
Single-Event Spill: False  
Unpermitted Disposal: False  
Septic Tank/Tile Field: False  
Substances Not In Other Categories: False  
Sources of Contamination Undetermined: False  
Assessment: No  
Monitoring: No  
Remediation: Yes  
Surface Impact: No  
Drinking Water Well Impact: No  
Remarks: Site ID # 18988. RBCA Classification 3BD3. Monitored Natural Attenuation.

LUST:

Facility ID: 18988  
Release Number: 1  
Facility Status: monitored natural attenuation  
Substance: PETROL  
Owner: UNKNOWN NILSON  
**NFA Date: 07/09/07**  
Date Confirmed: 03/01/04  
Report Date: 10/15/03  
Rank: 3BD

LUST DETAIL:

Release Date: 10/15/2003  
Cleanup Complete Date: Not reported

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER COMMERCIAL WAREHOUSE (Continued)****U003943105**

RP Name: ORPHAN  
RP Address: Not reported  
RP City: Not reported  
RP State: SC  
RP Zip: 29803  
SCRBCA Class Code: CLASS3BD  
Depth to Ground Water: 14.34  
Ground Water Flow Direction: E  
Project Manager: FULMER, SUSAN B  
Release Fin Type Code: Recoverable Deductible

## UST:

Facility ID: 18988  
Owner: NILSON  
Owner Contact: Not reported  
Owner Address: Not reported  
Owner City,St,Zip: SC 29803  
Owner Phone: Not reported  
Contact: Not reported  
Contact Phone: Not reported

Tank ID: 1  
**Status:** Abandoned  
Capacity: 1000  
Product: Diesel  
Calclage: 0

**12**  
**East**  
**1/4-1/2**  
**0.339 mi.**  
**1788 ft.**

**SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL**  
**2600 BULL ST**  
**COLUMBIA, SC 29201**

**SWRCY**  
**LUST**  
**UST**

**U003994021**  
**N/A**

**Relative:**  
**Lower**

## SWRCY:

Facility Id: 20857  
Contact Name: S.C. Smart Business Recycling Program  
Contact Phone: (800) 768-7348  
Contact Fax: Not reported  
Contact Email: smartbiz@dhec.sc.gov  
Website: www.scdhec.gov/scme  
Mailing Address: Not reported  
Mailing City: Not reported  
Mailing State: Not reported  
Mailing Zip: Not reported  
Description: SCME is a free service that seeks to reduce waste by facilitating the exchange of reusable materials by businesses, non-profit institutions and government. SCME serves as a matchmaking service that provides users access to information on materials available or wanted.  
Product/Services: Waste Exchanges

## LUST:

Facility ID: 12598  
Release Number: 1  
Facility Status: conduct invest/risk assessment  
Substance: Not reported  
Owner: SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL (Continued)**

**U003994021**

**NFA Date:** 03/29/05  
**Date Confirmed:** 11/17/04  
**Report Date:** 11/17/04  
**Rank:** 5B

**LUST DETAIL:**

**Release Date:** 11/17/2004  
**Cleanup Complete Date:** 03/17/2005  
**RP Name:** SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL  
**RP Address:** 2600 BULL ST  
**RP City:** COLUMBIA  
**RP State:** SC  
**RP Zip:** 29201-1797  
**SCRBCA Class Code:** CLASS5B  
**Depth to Ground Water:** Not reported  
**Ground Water Flow Direction:** Not reported  
**Project Manager:** SHRADER, ART A  
**Release Fin Type Code:** Qualifies for Fund with Deductible

**Release Date:** 11/17/2004  
**Cleanup Complete Date:** 03/17/2005  
**RP Name:** SC DHEC  
**RP Address:** 2600 BULL ST  
**RP City:** COLUMBIA  
**RP State:** SC  
**RP Zip:** 29201-1797  
**SCRBCA Class Code:** CLASS5B  
**Depth to Ground Water:** Not reported  
**Ground Water Flow Direction:** Not reported  
**Project Manager:** SHRADER, ART A  
**Release Fin Type Code:** Qualifies for Fund with Deductible

**Release Date:** 11/17/2004  
**Cleanup Complete Date:** 03/17/2005  
**RP Name:** SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL  
**RP Address:** 2600 BULL ST  
**RP City:** COLUMBIA  
**RP State:** SC  
**RP Zip:** 29201-1797  
**SCRBCA Class Code:** CLASS5B  
**Depth to Ground Water:** Not reported  
**Ground Water Flow Direction:** Not reported  
**Project Manager:** SHRADER, ART A  
**Release Fin Type Code:** Qualifies for Fund with Deductible

**Release Date:** 11/17/2004  
**Cleanup Complete Date:** 03/17/2005  
**RP Name:** SC DHEC  
**RP Address:** 2600 BULL ST  
**RP City:** COLUMBIA  
**RP State:** SC  
**RP Zip:** 29201-1797  
**SCRBCA Class Code:** CLASS5B  
**Depth to Ground Water:** Not reported  
**Ground Water Flow Direction:** Not reported  
**Project Manager:** SHRADER, ART A  
**Release Fin Type Code:** Qualifies for Fund with Deductible

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL (Continued)**

**U003994021**

Facility ID: 14022  
Release Number: 1  
Facility Status: conduct invest/risk assessment  
Substance: PETRO  
Owner: SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL  
**NFA Date: 03/11/04**  
Date Confirmed: 07/01/91  
Report Date: 05/29/91  
Rank: 3BF

**LUST DETAIL:**

Release Date: 05/29/1991  
Cleanup Complete Date: 03/11/2004  
RP Name: SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL  
RP Address: 2600 BULL ST  
RP City: COLUMBIA  
RP State: SC  
RP Zip: 29201-1797  
SCRBCA Class Code: CLASS3BF  
Depth to Ground Water: 8.5  
Ground Water Flow Direction: SW  
Project Manager: FULMER, SUSAN B  
Release Fin Type Code: DHEC SUPERB with State Lead

Release Date: 05/29/1991  
Cleanup Complete Date: 03/11/2004  
RP Name: SC DHEC  
RP Address: 2600 BULL ST  
RP City: COLUMBIA  
RP State: SC  
RP Zip: 29201-1797  
SCRBCA Class Code: CLASS3BF  
Depth to Ground Water: 8.5  
Ground Water Flow Direction: SW  
Project Manager: FULMER, SUSAN B  
Release Fin Type Code: DHEC SUPERB with State Lead

Release Date: 05/29/1991  
Cleanup Complete Date: 03/11/2004  
RP Name: SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL  
RP Address: 2600 BULL ST  
RP City: COLUMBIA  
RP State: SC  
RP Zip: 29201-1797  
SCRBCA Class Code: CLASS3BF  
Depth to Ground Water: 8.5  
Ground Water Flow Direction: SW  
Project Manager: FULMER, SUSAN B  
Release Fin Type Code: DHEC SUPERB with State Lead

Release Date: 05/29/1991  
Cleanup Complete Date: 03/11/2004  
RP Name: SC DHEC  
RP Address: 2600 BULL ST  
RP City: COLUMBIA  
RP State: SC  
RP Zip: 29201-1797  
SCRBCA Class Code: CLASS3BF

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL (Continued)**

**U003994021**

Depth to Ground Water: 8.5  
Ground Water Flow Direction: SW  
Project Manager: FULMER, SUSAN B  
Release Fin Type Code: DHEC SUPERB with State Lead

**UST:**

Facility ID: 12598  
Owner: SC DEPT OF HEALTH & ENVIRONMENTAL CONTROL  
Owner Contact: JUDY KELLY  
Owner Address: 2600 BULL ST  
Owner City,St,Zip: COLUMBIA, SC 29201-1708  
Owner Phone: 803-898-3495  
Contact: JUDY KELLY  
Contact Phone: 803-898-3495

Tank ID: 1  
**Status:** **Currently in use**  
Capacity: 10000  
Product: RUL  
Calcage: 0

Tank ID: 1  
**Status:** **Abandoned**  
Capacity: Not reported  
Product: Gasoline  
Calcage: Not reported

Tank ID: 2  
**Status:** **Abandoned**  
Capacity: Not reported  
Product: Gasoline  
Calcage: Not reported

Tank ID: 2  
**Status:** **Currently in use**  
Capacity: 20000  
Product: RUL  
Calcage: 0

Tank ID: 3  
**Status:** **Abandoned**  
Capacity: Not reported  
Product: Gasoline  
Calcage: Not reported

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**13**  
**North**  
**1/4-1/2**  
**0.456 mi.**  
**2409 ft.**

**KERSHAW TIRE INC**  
**3300 MAIN ST**  
**COLUMBIA, SC 29203**

**LUST** **U001539492**  
**UST** **N/A**

**Relative:**  
**Lower**

## LUST:

Facility ID: 15934  
Release Number: 1  
Facility Status: currently inactive  
Substance: PETRO  
Owner: KERSHAW TIRE INC  
**NFA Date: 11/25/98**  
Date Confirmed: 04/06/95  
Report Date: 06/28/93  
Rank: 3BF

**Actual:**  
**222 ft.**

## LUST DETAIL:

Release Date: 06/28/1993  
Cleanup Complete Date: 10/22/1998  
RP Name: KERSHAW TIRE INC  
RP Address: 3300 MAIN ST  
RP City: COLUMBIA  
RP State: SC  
RP Zip: 29203  
SCRBCA Class Code: CLASS3BF  
Depth to Ground Water: Not reported  
Ground Water Flow Direction: Not reported  
Project Manager: BISHOP, MICHAEL A  
Release Fin Type Code: With SUPERB

## UST:

Facility ID: 15934  
Owner: KERSHAW TIRE INC  
Owner Contact: BOBBIE BENNETT  
Owner Address: 3300 MAIN ST  
Owner City,St,Zip: COLUMBIA, SC 29203  
Owner Phone: Not reported  
Contact: BOBBIE BENNETT  
Contact Phone: Not reported

Tank ID: 1  
**Status: Abandoned**  
Capacity: 4000  
Product: Waste Oil  
Calclage: 25

Tank ID: 2  
**Status: Abandoned**  
Capacity: 4000  
Product: Gasoline  
Calclage: 25

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**E14**  
**North**  
**1/4-1/2**  
**0.491 mi.**  
**2593 ft.**

**NEWMANS 66**  
**3321 MAIN ST**  
**COLUMBIA, SC 29203**

**Site 1 of 2 in cluster E**

**LUST**  
**UST**  
**Financial Assurance**

**U003620388**  
**N/A**

**Relative:**  
**Lower**

LUST:

Facility ID: 09705  
Release Number: 1  
Facility Status: Not reported  
Substance: PETRO  
Owner: RILEY NEWMAN  
**NFA Date: 03/05/99**  
Date Confirmed: 02/02/99  
Report Date: 01/29/99  
Rank: Not reported

**Actual:**  
**228 ft.**

UST:

Facility ID: 9705  
Owner: NEWMAN  
Owner Contact: Not reported  
Owner Address: PO BOX 7395  
Owner City,St,Zip: COLUMBIA, SC 29202-7395  
Owner Phone: 803-765-2096  
Contact: Not reported  
Contact Phone: 803-765-2096

Tank ID: 1  
**Status: Currently in use**  
Capacity: 8000  
Product: RUL  
Calcage: 20

Tank ID: 2  
**Status: Extended out of use**  
Capacity: 8000  
Product: PLUS  
Calcage: 20

Tank ID: 3  
**Status: Currently in use**  
Capacity: 6000  
Product: PREM  
Calcage: 20

Tank ID: 4  
**Status: Abandoned**  
Capacity: 550  
Product: Waste Oil  
Calcage: 20

SC Financial Assurance 3:

Owner Name: NEWMAN, RILEY  
Owner Address: PO BOX 7395  
Owner City: COLUMBIA



Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**NEWMANS 66 (Continued)****U003620388**

Owner State: SC  
Owner Zip: 29202-7395  
Mechanism: Self Insurance 280.101  
Date Expired: 05/01/15  
Bill: 3  
RNU: 0  
Rel Number: N

**F15** **FMR ED ROBINSON LAUNDRY & DRY CLEANING**  
**SSE** **2231 MAIN ST**  
**1/4-1/2** **COLUMBIA, SC 29201**  
**0.497 mi.**  
**2624 ft.** **Site 1 of 2 in cluster F**

**SHWS** **S107599666**  
**DRYCLEANERS** **N/A**

**Relative:** SHWS:  
**Lower** EPA ID: SCDRY0056169

**Actual:**  
**290 ft.** Drycleaners:  
BLWM Number: 56169  
Rank: 3rd

**E16** **SPUR STATION 1215**  
**North** **3320 N MAIN AT SUNSET**  
**1/4-1/2** **COLUMBIA, SC 29203**  
**0.497 mi.**  
**2624 ft.** **Site 2 of 2 in cluster E**

**GWCI** **U003525564**  
**UIC** **N/A**  
**LUST**  
**UST**

**Relative:** SC GWIC:  
**Lower** Bureau: BLWM  
EAP ID: Not reported  
**Actual:** Solid Waste Permit #: Not reported  
**229 ft.** Bureau of Land & Waste Management File #: Not reported  
Permit Number: 07715  
WPC Permit: Not reported  
Program: DUST  
Contamination: PETRO  
Petroleum Products: True  
Volatile Organic Compounds: False  
Metals: False  
Nitrates or Potential to Nitrate: False  
Pesticides & Herbicides: False  
Polychlorinated Biphenyls: False  
Base, Neutral, & Acid Extractables: False  
Phenols: False  
Radionuclides Over Max Contaminant Levels: False  
Sources Not In Other Categories: False  
Source: UST  
Underground Storage Tanks: True  
Pits, Ponds, & Lagoons: False  
Spills & Leaks: False  
Landfills: False  
Aboveground Storage Tank: False  
Spray Irrigation: False  
Single-Event Spill: False  
Unpermitted Disposal: False  
Septic Tank/Tile Field: False

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SPUR STATION 1215 (Continued)**

**U003525564**

Substances Not In Other Categories: False  
Sources of Contamination Undetermined: False  
Assessment: Yes  
Monitoring: No  
Remediation: No  
Surface Impact: No  
Drinking Water Well Impact: No  
Remarks: Site ID # 07715. RBCA Classification 3BA1. Conducting investigation/Risk Assessment.

**UIC:**

Permit Number: SCHE03000096  
Facility Address 2: Not reported  
Permit Holder: MURPHY OIL USA INC  
Former Permit Number: 212  
Activity: Inactive  
Operator: Not reported  
Disposition: Cancelled

**LUST:**

Facility ID: 07715  
Release Number: 1  
Facility Status: free product recovery only  
Substance: PETRO  
Owner: MURPHY OIL USA INC  
**NFA Date: Not reported**  
Date Confirmed: 03/18/92  
Report Date: 12/10/91  
Rank: 3BA

**LUST DETAIL:**

Release Date: 12/10/1991  
Cleanup Complete Date: Not reported  
RP Name: MURPHY OIL USA INC  
RP Address: 200 PEACH ST  
RP City: EL DORADO  
RP State: AR  
RP Zip: 71730  
SCRBCA Class Code: CLASS2BA  
Depth to Ground Water: 15.33  
Ground Water Flow Direction: NE  
Project Manager: FULMER, SUSAN B  
Release Fin Type Code: With SUPERB

**UST:**

Facility ID: 7715  
Owner: MURPHY OIL USA INC  
Owner Contact: CINDY HOUSE  
Owner Address: 200 E PEACH ST  
Owner City,St,Zip: EL DORADO, AR 71730  
Owner Phone: 870-875-7600  
Contact: CINDY HOUSE  
Contact Phone: Not reported

Tank ID: 1

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

## SPUR STATION 1215 (Continued)

U003525564

**Status:** Abandoned  
Capacity: 16382  
Product: Gasoline  
Calcage: 25

Tank ID: 2  
**Status:** Abandoned  
Capacity: 10000  
Product: Gasoline  
Calcage: 25

Tank ID: 3  
**Status:** Abandoned  
Capacity: 6000  
Product: Gasoline  
Calcage: 25

F17  
SSE  
1/4-1/2  
0.500 mi.  
2638 ft.

FMR ED ROBINSON LAUNDRY & DRY CLEANING  
DUTCH SQUARE MALL - NEXT TO A & P STORE  
COLUMBIA, SC 29210

SHWS S107454503  
N/A

Site 2 of 2 in cluster F

Relative:  
Lower

SHWS:  
EPA ID: SCDRY0056170

Actual:  
291 ft.

18  
SE  
1/2-1  
0.684 mi.  
3611 ft.

FORMER STEAM PLANT  
2100 BULL ST  
COLUMBIA, SC 29201

SHWS U004018091  
LUST N/A  
UST  
VCP  
BROWNFIELDS

Relative:  
Lower

SHWS:  
EPA ID: SCS123457147

Actual:  
286 ft.

LUST:  
Facility ID: 19479  
Release Number: 1  
Facility Status: conduct invest/risk assessment  
Substance: PETROL  
Owner: SC DEPT OF MENTAL HEALTH  
**NFA Date:** 02/08/10  
Date Confirmed: 11/10/09  
Report Date: 10/27/09  
Rank: 4BC

LUST DETAIL:  
Release Date: 10/27/2009  
Cleanup Complete Date: 02/08/2010  
RP Name: SC DEPT OF MENTAL HEALTH  
RP Address: 7901 FARROW RD  
RP City: COLUMBIA  
RP State: SC  
RP Zip: 29203-3220

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER STEAM PLANT (Continued)**

**U004018091**

SCRBCA Class Code: CLASS4BC  
Depth to Ground Water: 11.44  
Ground Water Flow Direction: Not reported  
Project Manager: SHRADER, ART A  
Release Fin Type Code: Qualifies for Fund with Deductible

**UST:**

Facility ID: 19417  
Owner: SC DEPT OF MENTAL HEALTH  
Owner Contact: J WILLIAMS  
Owner Address: 7901 FARROW RD  
Owner City,St,Zip: COLUMBIA, SC 29203-3220  
Owner Phone: 803-935-5655  
Contact: J WILLIAMS  
Contact Phone: Not reported

Tank ID: 1  
**Status:** Last Used Before 1974 and Empty  
Capacity: 100  
Product: Waste Oil  
Calclage: 0

Tank ID: 1  
**Status:** Last Used Before 1974 and Empty  
Capacity: 1000  
Product: Not reported  
Calclage: 0

Tank ID: 1  
**Status:** Abandoned  
Capacity: 2000  
Product: Diesel  
Calclage: 0

Tank ID: 2  
**Status:** Last Used Before 1974 and Empty  
Capacity: 100  
Product: Waste Oil  
Calclage: 0

Tank ID: 2  
**Status:** Abandoned  
Capacity: 280  
Product: Gasoline  
Calclage: 0

Tank ID: 3  
**Status:** Last Used Before 1974 and Empty  
Capacity: 100  
Product: Other  
Calclage: 0

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER STEAM PLANT (Continued)**

**U004018091**

VCP:

File Number: 57572  
Exec Date: Not reported  
Contract Mailed Date: 11/25/2013  
Contract Complete Date: Not reported  
Completed: Not reported

Detail As Of 06/2013:

Contract #: 08-5789-RP  
Acreage: Not reported  
COC Issued Date: 12/09/2010  
RC Executed Date: Not reported

File Number: 57572  
Exec Date: Not reported  
Contract Mailed Date: 11/25/2013  
Contract Complete Date: Not reported  
Completed: Not reported

Detail As Of 06/2013:

Contract #: 08-5789-RP  
Acreage: Not reported  
COC Issued Date: 12/09/2010  
RC Executed Date: Not reported

File Number: 57572  
Exec Date: 11/10/2008  
Contract Mailed Date: Not reported  
Contract Complete Date: 12/09/2010  
Completed: Not reported

Detail As Of 06/2013:

Contract #: 08-5789-RP  
Acreage: Not reported  
COC Issued Date: 12/09/2010  
RC Executed Date: Not reported

SC BROWNFIELD:

Contract Number: 14-5789-NRP  
Contract Type: NRP  
File Number: 57572  
Contract Manager: GORMAN, ANGELA K  
Person Company: HUGHES DEVELOPMENT CORP  
Primary Address1: 130 S MAIN ST STE 800  
Primary Address2: Not reported  
Primary City: GREENVILLE  
Primary State Code: SC  
Primary Zip Code: 29601-4870  
Type Brownfield: Not reported  
Acreage: 181  
Contract Executed: Not reported  
COC Date Issued: Not reported  
RC Executed: Not reported  
Contact: Not reported  
Status Code: ACTIVE



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FORMER STEAM PLANT (Continued)**

**U004018091**

|                     |                                |
|---------------------|--------------------------------|
| IC Received:        | 6/11/2013                      |
| Workplan Due:       | Not reported                   |
| Workplan Received:  | Not reported                   |
| Workplan Reviewed:  | Not reported                   |
| Workplan Approved:  | Not reported                   |
| Report Received:    | Not reported                   |
| Report Reviewed:    | Not reported                   |
| Report Approved:    | Not reported                   |
| Cap Approved:       | Not reported                   |
| Contract Mailed:    | 11/25/2013                     |
| Date Terminated:    | Not reported                   |
| <br>                |                                |
| Contract Number:    | 14-5789-NRP                    |
| Contract Type:      | NRP                            |
| File Number:        | 57572                          |
| Contract Manager:   | GORMAN, ANGELA K               |
| Person Company:     | BULL STREET DEVELOPMENT LLC    |
| Primary Address1:   | 1 N MAIN ST STE 902            |
| Primary Address2:   | Not reported                   |
| Primary City:       | GREENVILLE                     |
| Primary State Code: | SC                             |
| Primary Zip Code:   | 29601-4878                     |
| Type Brownfield:    | Not reported                   |
| Acreage:            | 181                            |
| Contract Executed:  | 7/29/2014                      |
| COC Date Issued:    | Not reported                   |
| RC Executed:        | Not reported                   |
| Contact:            | Not reported                   |
| Status Code:        | ACTIVE                         |
| IC Received:        | 6/11/2013                      |
| Workplan Due:       | Not reported                   |
| Workplan Received:  | Not reported                   |
| Workplan Reviewed:  | Not reported                   |
| Workplan Approved:  | Not reported                   |
| Report Received:    | Not reported                   |
| Report Reviewed:    | Not reported                   |
| Report Approved:    | Not reported                   |
| Cap Approved:       | Not reported                   |
| Contract Mailed:    | 11/25/2013                     |
| Date Terminated:    | Not reported                   |
| <br>                |                                |
| Contract Number:    | 08-5789-RP                     |
| Contract Type:      | RP                             |
| File Number:        | 57572                          |
| Contract Manager:   | Not reported                   |
| Person Company:     | SC DEPARTMENT OF MENTAL HEALTH |
| Primary Address1:   | 2414 BULL ST                   |
| Primary Address2:   | Not reported                   |
| Primary City:       | COLUMBIA                       |
| Primary State Code: | SC                             |
| Primary Zip Code:   | 29201-1924                     |
| Type Brownfield:    | Not reported                   |
| Acreage:            | Not reported                   |
| Contract Executed:  | 11/10/2008                     |
| COC Date Issued:    | 12/9/2010                      |
| RC Executed:        | 11/30/2010                     |
| Contact:            | JAMES R. BERRY                 |

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

## FORMER STEAM PLANT (Continued)

U004018091

|                     |                                |
|---------------------|--------------------------------|
| Status Code:        | ACTIVE                         |
| IC Received:        | Not reported                   |
| Workplan Due:       | Not reported                   |
| Workplan Received:  | Not reported                   |
| Workplan Reviewed:  | Not reported                   |
| Workplan Approved:  | Not reported                   |
| Report Received:    | Not reported                   |
| Report Reviewed:    | Not reported                   |
| Report Approved:    | Not reported                   |
| Cap Approved:       | Not reported                   |
| Contract Mailed:    | Not reported                   |
| Date Terminated:    | Not reported                   |
| Contract Number:    | 08-5789-RP                     |
| Contract Type:      | RP                             |
| File Number:        | 57572                          |
| Contract Manager:   | Not reported                   |
| Person Company:     | SC DEPARTMENT OF MENTAL HEALTH |
| Primary Address1:   | 2414 BULL ST                   |
| Primary Address2:   | Not reported                   |
| Primary City:       | COLUMBIA                       |
| Primary State Code: | SC                             |
| Primary Zip Code:   | 29201-1924                     |
| Type Brownfield:    | Not reported                   |
| Acreage:            | Not reported                   |
| Contract Executed:  | 11/10/2008                     |
| COC Date Issued:    | 12/9/2010                      |
| RC Executed:        | Not reported                   |
| Contact:            | JAMES R. BERRY                 |
| Status Code:        | ACTIVE                         |
| IC Received:        | Not reported                   |
| Workplan Due:       | Not reported                   |
| Workplan Received:  | Not reported                   |
| Workplan Reviewed:  | Not reported                   |
| Workplan Approved:  | Not reported                   |
| Report Received:    | Not reported                   |
| Report Reviewed:    | Not reported                   |
| Report Approved:    | Not reported                   |
| Cap Approved:       | Not reported                   |
| Contract Mailed:    | Not reported                   |
| Date Terminated:    | Not reported                   |

19  
SSE  
1/2-1  
0.691 mi.  
3650 ft.

**SALVATION ARMY PROPERTY**  
**2025 MAIN ST**  
**COLUMBIA, SC 29201**

SHWS  
ALLSITES  
RCR  
AUL  
VCP  
BROWNFIELDS

S109546065  
N/A

Relative:  
Lower

SHWS:  
EPA ID: SCS123457160

Actual:  
298 ft.

ALLSITES:  
Brownfield: Not reported  
Brownfield Type: Not reported  
Funds Used: No  
Resp Action: No

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SALVATION ARMY PROPERTY (Continued)**

**S109546065**

Permit Number: Not reported  
 Program: Not reported  
 Owner: MIDLANDS HOUSING ALLIANCE  
 Project Status Code: INCOMP  
 Execute Date: 07/22/2009  
 Restrictions Filed Date: 1/6/2010  
 Cleanup Contract Complete Date: 01/19/2010  
 Project Complete Date: 1/19/2010  
 File Number: 57665  
 Land Use Restriction: NO GW, COVER REQ.  
 Contamination On Site: Volatile Organic Compounds  
 Acreage: Not reported  
 Soil Contamination Desc: Not reported  
 Soil COCS: Not reported  
 SW Sed Contamination Desc: Not reported  
 SW COCS: Not reported  
 GW Contamination Desc: Not reported  
 GW COCS: Not reported  
 Air Contamination Desc: Not reported  
 Air COCS: Not reported  
 Lat: 34.01265335  
 Long: -81.03861237

**RCR:**

Entity Responsibility: Midlands Housing Alliance  
 Region: -  
 Tax Id: R09015-02-07  
 Latitude: 34.0126  
 Longitude: -81.0392  
 Tracking Number: -  
 Regulatory Program: CERCLA VCP NRP ( Brownfields )  
 Unit Type: -  
 Unit Number/Letter: -  
 Area/Acres: -  
 Affected Media: -  
 Site/Unit: -  
 Conditions: No groundwater use  
 Associated Response/Corrective Action: -  
 Associated Chemicals Requiring: -

**AUL:**

Owner: MIDLANDS HOUSING ALLIANCE  
 Latitude / Longitude: 34.01265335 / -81.03861237  
 Project Status: INCOMP  
 Execute Date: 07/22/2009  
 Restriction File Date: 01/06/2010  
 Cleanup Contract Complete Date: 01/19/2010  
 Project Complete Date: 01/19/2010  
 File Number: 57665  
 Land Use Restriction: NO GW, COVER REQ.  
 Contamination on Site: Volatile Organic Compounds  
 Brownfield Type: Not reported  
 Fund 128(A) Utilized: No  
 Respond Action Planned: No  
 Acreage: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**SALVATION ARMY PROPERTY (Continued)**

**S109546065**

VCP:

File Number: 57665  
Exec Date: 07/22/2009  
Contract Mailed Date: 04/13/2009  
Contract Complete Date: 01/19/2010  
Completed: Not reported

Detail As Of 06/2013:

Contract #: 09-5807-NRP  
Acreage: 2.17  
COC Issued Date: 01/19/2010  
RC Executed Date: 01/12/2010

SC BROWNFIELD:

Contract Number: 09-5807-NRP  
Contract Type: NRP  
File Number: 57665  
Contract Manager: DUKES, CRAIG V  
Person Company: MIDLANDS HOUSING ALLIANCE  
Primary Address1: 602 MEETING ST STE B  
Primary Address2: Not reported  
Primary City: WEST COLUMBIA  
Primary State Code: SC  
Primary Zip Code: 29169  
Type Brownfield: Not reported  
Acreage: 2.17  
Contract Executed: 7/22/2009  
COC Date Issued: 1/19/2010  
RC Executed: 1/12/2010  
Contact: ALEX SHISSAS  
Status Code: INCOMP  
IC Received: 3/23/2009  
Workplan Due: 7/22/2009  
Workplan Received: 7/22/2009  
Workplan Reviewed: 8/17/2009  
Workplan Approved: Not reported  
Report Received: 9/24/2009  
Report Reviewed: 9/30/2009  
Report Approved: Not reported  
Cap Approved: Not reported  
Contract Mailed: 4/13/2009  
Date Terminated: Not reported

20  
NW  
1/2-1  
0.742 mi.  
3917 ft.

**FALLING SPRINGS ROAD TRACT  
INTERSECTION SUNSET & FALLING SPRINGS  
COLUMBIA, SC 29203**

**SHWS S108476481  
RCR N/A  
VCP  
BROWNFIELDS**

**Relative:  
Lower**

SHWS:  
EPA ID: SCS123457067

**Actual:  
201 ft.**

RCR:  
Entity Responsibility: Not reported  
Region: 3  
Tax Id: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**FALLING SPRINGS ROAD TRACT (Continued)**

**S108476481**

Latitude: Not reported  
Longitude: Not reported  
Tracking Number: SCS123457067  
Regulatory Program: CERCLA VCP NRP (Brownfields)  
Unit Type: Not reported  
Unit Number/Letter: Not reported  
Area/Acres: Not reported  
Affected Media: Not reported  
Site/Unit: Groundwater contamination apparently moving from off-site sources.  
Voluntary cleanup NRP contract.  
Conditions: Not reported  
Associated Response/Corrective Action: Not reported  
Associated Chemicals Requiring: Not reported

**VCP:**

File Number: 57395  
Exec Date: Not reported  
Contract Mailed Date: 01/04/2007  
Contract Complete Date: Not reported  
Completed: 08/15/2007

**Detail As Of 06/2013:**

Contract #: 07-5690-NRP  
Acreage: 1.16  
COC Issued Date: Not reported  
RC Executed Date: Not reported

**SC BROWNFIELD:**

Contract Number: 07-5690-NRP  
Contract Type: NRP  
File Number: 57395  
Contract Manager: DUKES, CRAIG V  
Person Company: LEESBURG ROAD HOLDINGS LLC  
Primary Address1: 4500 FORT JACKSON BLVD  
Primary Address2: Not reported  
Primary City: COLUMBIA  
Primary State Code: SC  
Primary Zip Code: 29209  
Type Brownfield: Not reported  
Acreage: 1.16  
Contract Executed: Not reported  
COC Date Issued: Not reported  
RC Executed: Not reported  
Contact: Lucas Bunch  
Status Code: ACTIVE  
IC Received: 12/27/2006  
Workplan Due: 5/7/2007  
Workplan Received: 3/5/2007  
Workplan Reviewed: 3/7/2007  
Workplan Approved: Not reported  
Report Received: 5/17/2007  
Report Reviewed: 5/22/2007  
Report Approved: Not reported  
Cap Approved: Not reported  
Contract Mailed: 1/4/2007  
Date Terminated: 8/15/2007



Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

EDR ID Number  
EPA ID Number

| Map ID<br>Direction<br>Distance<br>Elevation | Site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Database(s)                                                | EDR ID Number<br>EPA ID Number  |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------|
| 21<br>NW<br>1/2-1<br>0.788 mi.<br>4159 ft.   | <b>FMR LEXINGTON DRY CLEANING</b><br><b>3504 RIVER DR</b><br><b>COLUMBIA, SC 29201</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>SHWS</b><br><b>DRYCLEANERS</b>                          | <b>S105621336</b><br><b>N/A</b> |
| <b>Relative:</b><br><b>Lower</b>             | SHWS:<br>EPA ID: SCDRY0056186                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                            |                                 |
| <b>Actual:</b><br><b>284 ft.</b>             | Drycleaners:<br>BLWM Number: 56186<br>Rank: N                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                            |                                 |
| 22<br>SSE<br>1/2-1<br>0.813 mi.<br>4295 ft.  | <b>BANK OF AMERICA PLAZA AND PARKING GARAGE</b><br><b>1901 MAIN ST FL 1</b><br><b>COLUMBIA, SC 29201</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>SHWS</b><br><b>ALLSITES</b><br><b>AUL</b><br><b>VCP</b> | <b>S112336031</b><br><b>N/A</b> |
| <b>Relative:</b><br><b>Higher</b>            | SHWS:<br>EPA ID: SCS123457486                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                            |                                 |
| <b>Actual:</b><br><b>310 ft.</b>             | ALLSITES:<br>Brownfield: Not reported<br>Brownfield Type: Not reported<br>Funds Used: No<br>Resp Action: No<br>Permit Number: Not reported<br>Program: Not reported<br>Owner: AGFIRST FARM CREDIT BANK;AGFIRST FARM CREDIT BANK<br>Project Status Code: ACTIVE<br>Execute Date: 01/31/2013<br>Restrictions Filed Date: 11/14/2013<br>Cleanup Contract Complete Date: 11/18/2013<br>Project Complete Date: 11/18/2013<br>File Number: 58066<br>Land Use Restriction: NO RES; NO GROUNDWATER USE;NO INDIVIDUAL RESIDENCES ETC.; NO GW USE<br>Contamination On Site: Petroleum, Metals<br>Acreage: Not reported<br>Soil Contamination Desc: Not reported<br>Soil COCS: Not reported<br>SW Sed Contamination Desc: Not reported<br>SW COCS: Not reported<br>GW Contamination Desc: Not reported<br>GW COCS: Not reported<br>Air Contamination Desc: Not reported<br>Air COCS: Not reported<br>Lat: Not reported<br>Long: Not reported |                                                            |                                 |
|                                              | AUL:<br>Owner: AGFIRST FARM CREDIT BANK;AGFIRST FARM CREDIT BANK<br>Latitude / Longitude: /<br>Project Status: ACTIVE<br>Execute Date: 01/31/2013<br>Restriction File Date: 11/14/2013<br>Cleanup Contract Complete Date: 11/18/2013<br>Project Complete Date: 11/18/2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                            |                                 |

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BANK OF AMERICA PLAZA AND PARKING GARAGE (Continued)**

**S112336031**

File Number: 58066  
Land Use Restriction: NO RES; NO GROUNDWATER USE;NO INDIVIDUAL RESIDENCES ETC.; NO GW USE  
Contamination on Site: Petroleum, Metals  
Brownfield Type: Not reported  
Fund 128(A) Utilized: No  
Respond Action Planned: No  
Acreage: Not reported

VCP:

File Number: 58066  
Exec Date: 01/31/2013  
Contract Mailed Date: 11/16/2012  
Contract Complete Date: 11/18/2013  
Completed: Not reported

Detail As Of 06/2013:

Contract #: Not reported  
Acreage: Not reported  
COC Issued Date: Not reported  
RC Executed Date: Not reported

File Number: 58066  
Exec Date: 01/31/2013  
Contract Mailed Date: 11/16/2012  
Contract Complete Date: 11/18/2013  
Completed: Not reported

Detail As Of 06/2013:

Contract #: Not reported  
Acreage: Not reported  
COC Issued Date: Not reported  
RC Executed Date: Not reported

File Number: 58066  
Exec Date: 02/15/2013  
Contract Mailed Date: 12/19/2012  
Contract Complete Date: 11/18/2013  
Completed: Not reported

Detail As Of 06/2013:

Contract #: Not reported  
Acreage: Not reported  
COC Issued Date: Not reported  
RC Executed Date: Not reported

File Number: 58066  
Exec Date: 02/15/2013  
Contract Mailed Date: 12/19/2012  
Contract Complete Date: 11/18/2013  
Completed: Not reported

Detail As Of 06/2013:

Contract #: Not reported  
Acreage: Not reported  
COC Issued Date: Not reported

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BANK OF AMERICA PLAZA AND PARKING GARAGE (Continued)****S112336031**

RC Executed Date:

Not reported

**23**  
**North**  
**1/2-1**  
**0.948 mi.**  
**5003 ft.**

**QUAKER CHEMICAL CO INC**  
**1212 ELMORE ST**  
**COLUMBIA, SC 29203**

**CORRACTS** **1016145017**  
**RCRA-CESQG** **SCR000777037**

**Relative:**  
**Lower**

## CORRACTS:

**Actual:**  
**286 ft.**

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140602  
Action: CA105  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140403  
Action: CA104  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140606  
Action: CA104  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20141208  
Action: CA107  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140508  
Action: CA104  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUAKER CHEMICAL CO INC (Continued)**

**1016145017**

Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140609  
Action: CA106  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing

Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140514  
Action: CA105  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing

Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20150217  
Action: CA109  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing

Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140819  
Action: CA107  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing

Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140220  
Action: CA105  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing

Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140121

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUAKER CHEMICAL CO INC (Continued)**

**1016145017**

Action: CA105  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140521  
Action: CA104  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20130823  
Action: CA104  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140428  
Action: CA105  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140829  
Action: CA108  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported

EPA ID: SCR000777037  
EPA Region: 04  
Area Name: RECOVERY PAD AREA/BUILDING  
Actual Date: 20140130  
Action: CA104  
NAICS Code(s): 325998  
All Other Miscellaneous Chemical Product and Preparation Manufacturing  
Original schedule date: Not reported  
Schedule end date: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUAKER CHEMICAL CO INC (Continued)**

**1016145017**

RCRA-CESQG:

Date form received by agency: 07/28/2014  
Facility name: QUAKER CHEMICAL CO INC  
Facility address: 1212 ELMORE ST  
COLUMBIA, SC 29203  
EPA ID: SCR000777037  
Contact: JOHN COPELAND  
Contact address: 1212 ELMORE ST  
COLUMBIA, SC 29203  
Contact country: US  
Contact telephone: (803) 765-9520  
Contact email: Not reported  
EPA Region: 04  
Land type: Private  
Classification: Conditionally Exempt Small Quantity Generator  
Description: Handler: generates 100 kg or less of hazardous waste per calendar month, and accumulates 1000 kg or less of hazardous waste at any time; or generates 1 kg or less of acutely hazardous waste per calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste

Owner/Operator Summary:

Owner/operator name: JOSIE HENDRIX  
Owner/operator address: 160 LAKE ELIZABETH DR  
COLUMBIA, SC 29203  
Owner/operator country: Not reported  
Owner/operator telephone: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 12/31/2009  
Owner/Op end date: Not reported  
  
Owner/operator name: JOSIE HENDRIX  
Owner/operator address: 160 LAKE ELIZABETH DR  
COLUMBIA, SC 29203  
Owner/operator country: Not reported  
Owner/operator telephone: Not reported  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 12/31/2009  
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No  
Mixed waste (haz. and radioactive): No  
Recycler of hazardous waste: No  
Transporter of hazardous waste: No

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUAKER CHEMICAL CO INC (Continued)**

**1016145017**

Treater, storer or disposer of HW: No  
Underground injection activity: No  
On-site burner exemption: No  
Furnace exemption: No  
Used oil fuel burner: No  
Used oil processor: No  
Used oil refiner: No  
Used oil fuel marketer to burner: No  
Used oil Specification marketer: No  
Used oil transfer facility: No  
Used oil transporter: No

. Waste code: D002  
. Waste name: CORROSIVE WASTE

. Waste code: U134  
. Waste name: HYDROFLUORIC ACID (C,T) (OR) HYDROGEN FLUORIDE (C,T)

Historical Generators:

Date form received by agency: 01/01/2014  
Site name: QUAKER CHEMICAL CO INC  
Classification: Large Quantity Generator

. Waste code: D002  
. Waste name: CORROSIVE WASTE

. Waste code: U134  
. Waste name: HYDROFLUORIC ACID (C,T) (OR) HYDROGEN FLUORIDE (C,T)

Date form received by agency: 05/31/2013  
Site name: QUAKER CHEMICAL COMPANY INC  
Classification: Large Quantity Generator

. Waste code: D002  
. Waste name: CORROSIVE WASTE

. Waste code: U134  
. Waste name: HYDROFLUORIC ACID (C,T) (OR) HYDROGEN FLUORIDE (C,T)

Corrective Action Summary:

Event date: 08/23/2013  
Event: CA104

Event date: 01/21/2014  
Event: CA105

Event date: 01/30/2014  
Event: CA104

Event date: 02/20/2014  
Event: CA105

Event date: 04/03/2014  
Event: CA104

Event date: 04/28/2014

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUAKER CHEMICAL CO INC (Continued)**

**1016145017**

|             |            |
|-------------|------------|
| Event:      | CA105      |
| Event date: | 05/08/2014 |
| Event:      | CA104      |
| Event date: | 05/14/2014 |
| Event:      | CA105      |
| Event date: | 05/21/2014 |
| Event:      | CA104      |
| Event date: | 06/02/2014 |
| Event:      | CA105      |
| Event date: | 06/06/2014 |
| Event:      | CA104      |
| Event date: | 06/09/2014 |
| Event:      | CA106      |
| Event date: | 08/19/2014 |
| Event:      | CA107      |
| Event date: | 08/29/2014 |
| Event:      | CA108      |
| Event date: | 12/08/2014 |
| Event:      | CA107      |
| Event date: | 02/17/2015 |
| Event:      | CA109      |

Facility Has Received Notices of Violations:

|                            |                      |
|----------------------------|----------------------|
| Regulation violated:       | Not reported         |
| Area of violation:         | Generators - General |
| Date violation determined: | 10/29/2014           |
| Date achieved compliance:  | 11/26/2014           |
| Violation lead agency:     | State                |
| Enforcement action:        | Not reported         |
| Enforcement action date:   | 11/26/2014           |
| Enf. disposition status:   | Not reported         |
| Enf. disp. status date:    | Not reported         |
| Enforcement lead agency:   | State                |
| Proposed penalty amount:   | Not reported         |
| Final penalty amount:      | Not reported         |
| Paid penalty amount:       | Not reported         |

|                            |                      |
|----------------------------|----------------------|
| Regulation violated:       | Not reported         |
| Area of violation:         | Generators - General |
| Date violation determined: | 10/29/2014           |
| Date achieved compliance:  | 11/26/2014           |
| Violation lead agency:     | State                |
| Enforcement action:        | Not reported         |
| Enforcement action date:   | 10/29/2014           |
| Enf. disposition status:   | Not reported         |
| Enf. disp. status date:    | Not reported         |
| Enforcement lead agency:   | State                |

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUAKER CHEMICAL CO INC (Continued)**

**1016145017**

Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-Preparedness and Prevention  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 11/01/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - General  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: Not reported  
Enforcement action date: 12/13/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - General  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: Not reported  
Enforcement action date: 11/19/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - General  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: Not reported  
Enforcement action date: 07/03/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUAKER CHEMICAL CO INC (Continued)**

**1016145017**

Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - General  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 11/01/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-Preparedness and Prevention  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: Not reported  
Enforcement action date: 09/19/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-Preparedness and Prevention  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: Not reported  
Enforcement action date: 11/19/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - General  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: Not reported  
Enforcement action date: 09/19/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**QUAKER CHEMICAL CO INC (Continued)**

**1016145017**

Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-Preparedness and Prevention  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: Not reported  
Enforcement action date: 12/13/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-Preparedness and Prevention  
Date violation determined: 06/03/2013  
Date achieved compliance: 12/13/2013  
Violation lead agency: State  
Enforcement action: Not reported  
Enforcement action date: 07/03/2013  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

**Evaluation Action Summary:**

Evaluation date: 10/29/2014  
Evaluation: NON-FINANCIAL RECORD REVIEW  
Area of violation: Generators - General  
Date achieved compliance: 11/26/2014  
Evaluation lead agency: State

Evaluation date: 06/07/2013  
Evaluation: COMPLIANCE ASSISTANCE VISIT  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

Evaluation date: 06/03/2013  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Generators - General  
Date achieved compliance: 12/13/2013  
Evaluation lead agency: State

Evaluation date: 06/03/2013  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: TSD IS-Preparedness and Prevention  
Date achieved compliance: 12/13/2013  
Evaluation lead agency: State

Map ID  
Direction  
Distance  
Elevation

## MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

24  
SSE  
1/2-1  
0.997 mi.  
5262 ft.

1712 MAIN STREET  
1712 MAIN ST  
COLUMBIA, SC 29201

SHWS  
VCP  
BROWNFIELDS  
S110824214  
N/A

Relative:  
Higher

SHWS:  
EPA ID: SCS123457327

Actual:  
313 ft.

VCP:  
File Number: 57921  
Exec Date: Not reported  
Contract Mailed Date: Not reported  
Contract Complete Date: Not reported  
Completed: Not reported

Detail As Of 06/2013:

Contract #: 11-5977-BAG  
Acreage: Not reported  
COC Issued Date: Not reported  
RC Executed Date: Not reported

SC BROWNFIELD:

Contract Number: 11-5977-BAG  
Contract Type: NRP  
File Number: 57921  
Contract Manager: OVERCASH, JO CHERIE C  
Person Company: COLUMBIA DEVELOPMENT CORP  
Primary Address1: Not reported  
Primary Address2: Not reported  
Primary City: Not reported  
Primary State Code: Not reported  
Primary Zip Code: Not reported  
Type Brownfield: Not reported  
Acreage: Not reported  
Contract Executed: Not reported  
COC Date Issued: Not reported  
RC Executed: Not reported  
Contact: FRED DELK  
Status Code: COMP  
IC Received: Not reported  
Workplan Due: Not reported  
Workplan Received: 3/21/2011  
Workplan Reviewed: 3/31/2011  
Workplan Approved: Not reported  
Report Received: 8/12/2011  
Report Reviewed: Not reported  
Report Approved: Not reported  
Cap Approved: Not reported  
Contract Mailed: Not reported  
Date Terminated: Not reported

Count: 6 records.

## ORPHAN SUMMARY

| City     | EDR ID     | Site Name                          | Site Address                   | Zip   | Database(s) |
|----------|------------|------------------------------------|--------------------------------|-------|-------------|
| COLUMBIA | 1011961451 | VIRGINIA CAROLINA CHEMICAL (VCC) G | NE CORNER OF CATAWBA & GADSDEN |       | CERCLIS     |
| COLUMBIA | 1011845393 | VIRGINIA CAROLINA CHEMICAL (VCC) C | NW CORNER OF GADSDEN           | 29201 | CERCLIS     |
| COLUMBIA | S117361880 | INA BEARING CO INC                 | DHEC 2600 BULL ST              | 29201 | SHWS        |
| COLUMBIA | S108953962 | ALLIED CHEMICAL FIBER DIV          | INT PINEY GROVE RD & ST ANDREW | 29201 | SHWS        |
| COLUMBIA | S105860860 | KRISPY KREME                       | 2548 N MAIN                    | 29201 | LUST        |
| COLUMBIA | S105528062 | ESTECH GENERAL CHEMICALS CORP      | SHOP RD @ RR/TRACK NEAR INT OF | 29201 | SHWS        |

## EDR ZIP Code Scan Report

32.c

| ZIP                                                                                                                                                    | EDR-ID     | Facility ID  | Name                                | Address                               | Map/Dir/Dist | City           | State | Databases                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|-------------------------------------|---------------------------------------|--------------|----------------|-------|--------------------------------------------|
| ** - Indicates location may or may not be in requested radius. Site has not been assigned a latitude/longitude coordinate. Further review recommended. |            |              |                                     |                                       |              |                |       |                                            |
| 29201                                                                                                                                                  | 973790101  |              |                                     |                                       | **           | COLUMBIA       | SC    | ERNS                                       |
| 29201                                                                                                                                                  | 1014940966 |              |                                     |                                       | **           | COLUMBIA       | SC    | DOT OPS                                    |
| 29201                                                                                                                                                  | 1014940951 |              |                                     |                                       | **           | COLUMBIA       | SC    | DOT OPS                                    |
| 29201                                                                                                                                                  | 1014940979 |              |                                     |                                       | **           | COLUMBIA       | SC    | DOT OPS                                    |
| 29201                                                                                                                                                  | 1014940954 |              |                                     |                                       | **           | COLUMBIA       | SC    | DOT OPS                                    |
| 29201                                                                                                                                                  | 952810300  |              |                                     |                                       | **           | COLUMBIA       | SC    | ERNS                                       |
| 29201                                                                                                                                                  | 2014011013 |              |                                     |                                       | **           | COLUMBIA       | SC    | HMIRS                                      |
| 29201                                                                                                                                                  | 1014940984 |              |                                     |                                       | **           | COLUMBIA       | SC    | DOT OPS                                    |
| 29201                                                                                                                                                  | 1014940983 |              |                                     |                                       | **           | COLUMBIA       | SC    | DOT OPS                                    |
| 29201                                                                                                                                                  | 1014940947 |              |                                     |                                       | **           | COLUMBIA       | SC    | DOT OPS                                    |
| 29201                                                                                                                                                  | 952810301  |              |                                     |                                       | **           | COLUMBIA       | SC    | ERNS                                       |
| 29201                                                                                                                                                  | 973790100  |              |                                     |                                       | **           | COLUMBIA       | SC    | ERNS                                       |
| 29201                                                                                                                                                  | 1016358926 | 110043638310 | CITY MARKET ARTS & ANTIQUES         | 705, 707, & 711 GERVAIS STREET        | **           | COLUMBIA       | SC    | US BROWNFIELDS, FINDS                      |
| 29201                                                                                                                                                  | 1016361895 |              | ANYTIME LOUISVILLE, LLC             | 2271 HIGHWAY 1 NORTH                  | **           | LOUISVILLE     | GA    | US BROWNFIELDS                             |
| 29201                                                                                                                                                  | 1016689879 | 110045012473 | ANYTIME LOUISVILLE, LLC             | 2271 HWY 1 N                          | **           | LOUISVILLE     | GA    | FINDS                                      |
| 29201                                                                                                                                                  | 1012075998 | 110038797772 | AMPHENOL CORP-CLOSED                | HWY 1 N                               | **           | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1007227820 | 110016989801 | USDA FOREST SERVICE                 | RT 1 BOX 179                          | **           | WHITMIRE       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | S105528021 |              | COLUMBIA LANDFILL                   | SC-768 1/4 MILE FROM INT S BELTLINE   | **           | COLUMBIA       | SC    | SHWS                                       |
| 29201                                                                                                                                                  | 1007229756 | 110017009725 | USDA FOREST SERVICE                 | SR 125                                | **           | MONCK'S CORNER | SC    | FINDS                                      |
| 29201                                                                                                                                                  | S109694628 |              | JOHNSTON, OTIS C. PROPERTY          | 1326 - 1330 MAIN ST                   |              | COLUMBIA       | SC    | BROWNFIELDS, VCP, ALLSITES, RCR, AUL, SHWS |
| 29201                                                                                                                                                  | U003520568 | 6135         | CRAPPS GROCERY                      | RT 2                                  | **           | BATESBURG      | SC    | LUST, UST                                  |
| 29201                                                                                                                                                  | 1015700290 |              |                                     | INTERSTATE 20 EXIT 71ST               | **           | COLUMBIA       | SC    |                                            |
| 29201                                                                                                                                                  | 1015697484 |              |                                     | HIGHWAY 21 BHVD                       | **           | COLUMBIA       | SC    |                                            |
| 29201                                                                                                                                                  | 1015700303 |              |                                     | INTERSTATE 26                         | **           | COLUMBIA       | SC    |                                            |
| 29201                                                                                                                                                  | 1007230132 | 110017013649 | WILLIAMSBURG SCHOOL BUS SHOP        | SC 377 SOUTH                          | **           | KINGSTREE      | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1007449377 | SCR000765933 | SCDOT HWY 395                       | 502 HWY 395                           | **           | NEWBERRY       | SC    | RCRA-NonGen                                |
| 29201                                                                                                                                                  | 1015698695 |              |                                     | HIGHWAY 555                           | **           | COLUMBIA       | SC    |                                            |
| 29201                                                                                                                                                  | 1003869792 | SC0001408665 | COLUMBIA SUPPLY COMPANY FABRICAT    | HIGHWAY 555                           | **           | COLUMBIA       | SC    | CERCLIS-NFRAP                              |
| 29201                                                                                                                                                  | 1008010230 | 110008545832 | SC PARKS RECREATION & TOURISM GIVI  | HWY 61                                | **           | GIVAHN S       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1007229800 | 110017010189 | USDA FOREST SERVICE                 | HC 69 BOX 1532                        | **           | MONCK'S CORNER | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1016361893 | 110045012446 | 916-924 GERVAIS STREET PROPERTIES   | 916, 920, 922, AND 924 GERVAIS STREET | **           | COLUMBIA       | SC    | US BROWNFIELDS, FINDS                      |
| 29201                                                                                                                                                  | 1015161715 |              |                                     | 1123 ABBOTT RD                        |              | COLUMBIA       | SC    |                                            |
| 29201                                                                                                                                                  | U003930491 | 17186        | SC DEPT OF MENTAL HEALTH            | ALLAN BUILDING                        | **           | COLUMBIA       | SC    | GWCI, LUST, UST                            |
| 29201                                                                                                                                                  | 1007239023 | 110017105835 | SC DEPT OF MENTAL HEALTH            | ALLAN BUILDING                        | **           | COLUMBIA       | SC    | RCR, FINDS                                 |
| 29201                                                                                                                                                  | 2002601342 |              |                                     | 1306 AMACO DR                         |              | WANDO          | SC    | ERNS                                       |
| 29201                                                                                                                                                  | 1007259616 | 110017326801 | SC DHEC                             | ANALYTICAL SERVICES                   | **           | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | S108953988 |              | CAROLINA CUSTOM AUTO TRIM           | 1109 ST ANDREWS RD                    |              | COLUMBIA       | SC    | SHWS                                       |
| 29201                                                                                                                                                  | 2012020992 |              |                                     | 1700 ANDREWS RD.                      |              | COLUMBIA       | SC    | ERNS                                       |
| 29201                                                                                                                                                  | 1015274674 |              |                                     | 1770 ANDREWS RD                       |              | COLUMBIA       | SC    |                                            |
| 29201                                                                                                                                                  | 1015114421 |              |                                     | ST ANDREWS RD AT I-26                 | **           | COLUMBIA       | SC    | EDR Historical Cleaners                    |
| 29201                                                                                                                                                  | 1007229317 | 110017005248 | R MICHAEL JOHNSON DMD               | 1106 ANTHONY ST                       |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1007235504 | 110017069278 | SC WILDLIFE & MARINE RESOURCES DEF  | 1000 1000 ASSEMBLY ST ROOM 326        | **           | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1005790035 | 110002243527 | SC DIVISION OF RESEARCH & STAT      | 1000 ASSEMBLY ST                      |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | U001015231 | 9738         | DENNIS BUILDING                     | 1000 ASSEMBLY ST                      |              | COLUMBIA       | SC    | LUST, UST                                  |
| 29201                                                                                                                                                  | 1007228997 | 110017001910 | DENNIS BUILDING                     | 1000 ASSEMBLY ST & PENDLETON ST       | **           | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1000835545 | 110004942019 | SC BUDGET & CONTROL BD              | 1000 ASSEMBLY ST S 425                |              | COLUMBIA       | SC    | RCRA-NonGen, FINDS                         |
| 29201                                                                                                                                                  | 1009326245 | 110024532665 | MAGNETO & ELECTRIC SERVICE          | 103 ASSEMBLY ST                       |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1014977647 |              |                                     | 114 ASSEMBLY ST                       |              | COLUMBIA       | SC    | EDR Historical Cleaners                    |
| 29201                                                                                                                                                  | U004017723 | 15076        | CROMER P NUTS                       | 1235 ASSEMBLY ST                      |              | COLUMBIA       | SC    | LUST, UST                                  |
| 29201                                                                                                                                                  | 1007227478 | 110016986323 | CROMER P NUTS                       | 1235 ASSEMBLY ST                      |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1007245926 | 110017177963 | MCI TELECOMMUNICATIONS              | 124 S ASSEMBLY ST                     |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | U000486069 | 10058        | MCI TELECOMMUNICATIONS              | 124 S ASSEMBLY ST                     |              | COLUMBIA       | SC    | LUST, UST                                  |
| 29201                                                                                                                                                  | 1007259553 | 110017326115 | IMAGE TRUST COLUMBIA INC            | 126 S ASSEMBLY ST                     |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1007259682 | 110017327524 | INMED DIAGNOSTIC SERVICES OF SC LL  | 126 S ASSEMBLY ST                     |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1014835895 | 110043468477 | MCCRORY CONSTRUCTION COMPANY LL     | 1280 ASSEMBLY STREET                  |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1014834912 | 110043499130 | WAL-MART DISTRIBUTION CENTER #6006  | 1280 ASSEMBLY STREET                  |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1000842494 | SCD981750862 | COLUMBIA FLEET MAINTENANCE          | 130 S ASSEMBLY ST                     |              | COLUMBIA       | SC    | RCRA-NonGen, LUST, UST                     |
| 29201                                                                                                                                                  | 1016185078 | 110002243322 | SCE&G FLORA STREET FLEET MAINTENA   | 130 SOUTH ASSEMBLY STREET             |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1007828505 | 110019924901 | AZALEA PARK LP                      | 1337 ASSEMBLY ST                      |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1007835212 | 110019992025 | PALACE ASSOCIATES LLC               | 1337 ASSEMBLY ST                      |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1014991427 |              |                                     | 140 ASSEMBLY ST                       |              | COLUMBIA       | SC    | EDR Historical Cleaners                    |
| 29201                                                                                                                                                  | 1007243570 | 110017153444 | RICHLAND COUNTY PUBLIC LIBRARY      | 1431 ASSEMBLY ST                      |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1008230800 | 110020985665 | MUNICIPAL PARKING LOT               | 1600 ASSEMBLY STREET                  |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1004780029 | SCD055193494 | US POSTAL SERVICE VEHICLE MAINT FAI | 1601 ASSEMBLY ST                      |              | COLUMBIA       | SC    | RCRA-CESQG                                 |
| 29201                                                                                                                                                  | U003526285 | 12823        | USPS VEHICLE MAINT FAC COLUMBIA     | 1601 ASSEMBLY ST                      |              | COLUMBIA       | SC    | GWCI, RCR, LUST, UST                       |
| 29201                                                                                                                                                  | 1016117540 | 110002243117 | US POST OFFICE VEHICLE MAINTENANC   | 1601 ASSEMBLY STREET                  |              | COLUMBIA       | SC    | FINDS                                      |
| 29201                                                                                                                                                  | 1004779915 | 110002242948 | US GENERAL SERVICES ADM COLUMBIA    | 1801 ASSEMBLY ST                      |              | COLUMBIA       | SC    | RCRA-CESQG, FINDS                          |
| 29201                                                                                                                                                  | 1007235086 | 110017064905 | GENERAL SERVICES ADMINISTRATION     | 1835 ASSEMBLY ST                      |              | COLUMBIA       | SC    | FINDS                                      |

## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                              | Address                               | Map/Dir/Dist | City     | State | Databases                               |
|-------|------------|--------------|-----------------------------------|---------------------------------------|--------------|----------|-------|-----------------------------------------|
| 29201 | 1004779912 | SC4471400008 | US GENERAL SERVICES ADM COLUMBIA  | 1835 ASSEMBLY ST                      |              | COLUMBIA | SC    | RCRA-CESQG                              |
| 29201 | 1008009885 | 110002309449 | USFS FISHBROOK FLOWING            | 1835 ASSEMBLY ST RM 333               |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1004779911 | 110002190824 | US GENERAL SERVICES ADM COLUMBIA  | 1845 ASSEMBLY ST                      |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                       |
| 29201 | 1005791310 | 110002186651 | QUAIL HOLLOW SD                   | 1931 ASSEMBLY                         |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1007256176 | 110017290956 | TERRYS TACKLE SHOP                | 201 S ASSEMBLY ST                     |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1007228644 | 110016998338 | CHARTER FOOD STORE                | 201 S ASSEMBLY ST                     |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1007231756 | 110017030425 | PANTRY EXPRESS 640                | 205 ASSEMBLY ST                       |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1015412516 |              |                                   | 310 S ASSEMBLY ST                     |              | COLUMBIA | SC    |                                         |
| 29201 | 1001081370 | 110002245026 | CAR DOCTOR COLUMBIA               | 311 ASSEMBLY ST                       |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                      |
| 29201 | 1015476261 |              |                                   | 407 S ASSEMBLY ST                     |              | COLUMBIA | SC    |                                         |
| 29201 | 1015482771 |              |                                   | 415 S ASSEMBLY ST                     |              | COLUMBIA | SC    |                                         |
| 29201 | 1015489274 |              |                                   | 425 ASSEMBLY ST                       |              | COLUMBIA | SC    |                                         |
| 29201 | 1000381599 | SCD981750870 | FMR SUNSHINE LAUNDRY/LEXINGTON DC | 425 ASSEMBLY ST                       |              | COLUMBIA | SC    | DRYCLEANERS, RCRA-NonGen, SHWS, UST     |
| 29201 | 1000835574 | 110002244447 | FAIRFIELD TRACTORS                | 503 S ASSEMBLY ST                     |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                      |
| 29201 | 1007243747 | 110017155273 | COPY SHOP FORMER                  | 600 ASSEMBLY ST                       |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | U003519586 | 12944        | BROWN ROGERS DIXSON CO            | 630 S ASSEMBLY ST                     |              | COLUMBIA | SC    | UST                                     |
| 29201 | 1015584371 |              |                                   | 631 S ASSEMBLY ST                     |              | COLUMBIA | SC    |                                         |
| 29201 | 1007835534 | 110019995246 | CAROLINA COLISEUM                 | 701 ASSEMBLY ST                       |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | U003519830 | 18047        | CAROLINA COLISEUM                 | 701 ASSEMBLY ST                       |              | COLUMBIA | SC    | LUST, UST                               |
| 29201 | 1005643391 | 110010730290 | CORNER PANTRY INC                 | 830 ASSEMBLY ST                       |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | U003620415 | 9978         | CORNER PANTRY 106                 | 830 ASSEMBLY ST                       |              | COLUMBIA | SC    | LUST, UST                               |
| 29201 | 1016006757 | 110045990228 | CVS PHARMACY 0830                 | 900 ASSEMBLY ST                       |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1007257424 | 110017303988 | CAROLINA RESEARCH & DEVELOPMENT   | 900 ASSEMBLY ST                       |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1014961230 | SCR000774331 | CVS PHARMACY 0830                 | 900 ASSEMBLY ST                       |              | COLUMBIA | SC    | RCRAInfo-LQG                            |
| 29201 | 1007227081 | 110016982283 | SC DEPT OF MENTAL HEALTH          | BABCOCK BUILDING                      | **           | COLUMBIA | SC    | FINDS                                   |
| 29201 | U003524888 | 17258        | SC DEPT OF MENTAL HEALTH          | BABCOCK BUILDING                      | **           | COLUMBIA | SC    | UST                                     |
| 29201 | 1007835072 | 110019990615 | DEERFIELD RUN APARTMENTS          | BARBARA DR                            | **           | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1007259187 | 110017322404 | CRYSTAL L JOHNSON DDS             | 1412 BARNWELL ST                      |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | U004107276 | 19317        | STOUDENMIRE HEATING & AIR CO      | 1516 BARNWELL ST                      |              | COLUMBIA | SC    | UST                                     |
| 29201 | U003521220 | 10218        | FEDERAL EXPRESS CORP              | 1824 BARNWELL ST                      |              | COLUMBIA | SC    | UST                                     |
| 29201 | 1004780382 | 110002191459 | FEDERAL EXPRESS CORPORATION       | 1824 BARNWELL STREET                  |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                      |
| 29201 | 1000367086 | SCD018227355 | CHEROKEE TRUCK CENTER INC         | 2424 BCUFF ROAD                       |              | COLUMBIA | SC    | RCRA-NonGen                             |
| 29201 | U003523376 | 7373         | MANNING CORRECTIONAL INSTITUTION  | 502 BECKMAN DR                        |              | COLUMBIA | SC    | LUST, UST                               |
| 29201 | 1015464888 |              |                                   | 3933 W BELT LINE BLVD                 |              | COLUMBIA | SC    |                                         |
| 29201 | 1007244931 | 110017167689 | SONOCO PRODUCTS COLUMBIA          | 2000 S BELTLINE BLVD                  |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | U003930968 | 7528         | INTERTAPE POLYMER CORP            | 2000 S BELTLINE BLVD                  |              | COLUMBIA | SC    | UST                                     |
| 29201 | 1000243767 | 29205NCHRC20 | INTERTAPE POLYMER GROUP COLUMBIA  | 2000 S BELTLINE BLVD                  |              | COLUMBIA | SC    | SHWS, TRIS                              |
| 29201 | S108282363 |              | INTERTAPE POLYMER CORP            | 2000 S BELTLINE BLVD                  |              | COLUMBIA | SC    | AIRS, SPILLS                            |
| 29201 | 1011818659 |              | CENTRAL PRODUCTS DBA INTERTAPE PC | 2000 SOUTH BELTLINE                   |              | COLUMBIA | SC    | RMP                                     |
| 29201 | 1011828349 |              | INTERTAPE POLYMER GROUP, COLUMBIA | 2000 SOUTH BELTLINE                   |              | COLUMBIA | SC    | RMP                                     |
| 29201 | 1006409396 | 1846         | INTERTAPE POLYMER GROUP           | 2000 SOUTH BELTLINE BLVD              |              | COLUMBIA | SC    | AST                                     |
| 29201 | 1000439284 | SCD037406691 | FLEXIBLE FLYER TRANSIT CO INC     | 2010 S BELTLINE                       |              | RICHLAND | SC    | RCRA-NonGen                             |
| 29201 | 1000189320 | SCD003339447 | CARDINAL CHEMICAL CO              | 2010 S. BELTLINE                      |              | COLUMBIA | SC    | GWCI, CERCLIS, UIC, RCRA-NonGen, SPILLS |
| 29201 | 1009524774 |              | THE CARDINAL COMPANIES, C.P.      | 2010 S. BELTLINE BLVD.                |              | COLUMBIA | SC    | FTTS                                    |
| 29201 | 1005926773 |              | CARDINAL STABILIZERS INC          | 2010 S. BELTLINE RD                   |              | COLUMBIA | SC    | TSCA                                    |
| 29201 | 1008176672 |              | CARDINAL STABILIZER INC.          | 2010 SOUTH BELTLINE BLVD.             |              | COLUMBIA | SC    |                                         |
| 29201 | 1010001950 |              | CARDINAL STABILIZER INC.          | 2010 SOUTH BELTLINE BLVD.             |              | COLUMBIA | SC    | FTTS                                    |
| 29201 | 1010559957 | 29201SMRBR21 | CMC REBAR CAROLINAS               | 2105 S BELTLINE BLVD                  |              | COLUMBIA | SC    | TRIS                                    |
| 29201 | 1008339896 | 29202WNSTL24 | OWEN STEEL CO                     | 2151 S BELTLINE BLVD                  |              | COLUMBIA | SC    | TRIS                                    |
| 29201 | S111676815 |              | OWEN STEEL CO INC                 | 2151 S BELTLINE BVD                   |              | COLUMBIA | SC    | AIRS                                    |
| 29201 | 1016935211 |              | OWEN STEEL CO INC                 | 2151 S BELTLINE BVD                   |              | COLUMBIA | SC    |                                         |
| 29201 | 1016118900 | 110001674796 | ADF CORPORATION OF SOUTH CAROLIN. | 2485 SOUTH BELTLINE BOULEVARD         |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1015400883 |              |                                   | 3000 S BELTLINE BLVD                  |              | COLUMBIA | SC    |                                         |
| 29201 | 1015037989 |              |                                   | 3016 S BELTLINE BLVD                  |              | COLUMBIA | SC    | EDR Historical Cleaners                 |
| 29201 | U004019408 | 7580         | RINKER MATERIALS HYDRO CONDUIT:CC | 300 BILL ST                           |              | COLUMBIA | SC    | GWCI, AIRS, RCR, LUST, UST              |
| 29201 | 1006538935 |              | RINKER MATERIALS HYDRO CONDUIT:CC | 300 BILL ST                           |              | COLUMBIA | SC    |                                         |
| 29201 | 1004780613 | 110002190913 | SOUTHWINDS MOULDING INCORPORATE   | 1127 BLAIR RD                         |              | COLUMBIA | SC    | RCRAInfo-SQG, FINDS                     |
| 29201 | 1007835585 | 110019995754 | SPEARS CREEK PARTNERSHIP          | 1521 BLANDING                         |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1007837842 | 110020018336 | SUNVEST PROPERTIES                | 1531 BLANDING ST                      |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1008232484 | 110020999400 | RICE CREEK FARMS                  | 1531 BLANDING ST                      |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1007241812 | 110017135063 | LEE ROAD DEVELOPERS               | 1531 BLANDING ST                      |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | 1007257455 | 110017304291 | CAROLINA OCCUPATIONAL HEALTHCARE  | 1715 BLANDING ST                      |              | COLUMBIA | SC    | FINDS                                   |
| 29201 | S117667484 |              | 1818 BLANDING ST                  | 1818 BLANDING ST                      |              | COLUMBIA | SC    | SHWS                                    |
| 29201 | S106614882 |              | COLUMBIA ORGANIC CHEMICALS INC    | 1 BLK FRM INT OF TRUE ST & DRAKE AVE  | **           | COLUMBIA | SC    | ALLSITES, SHWS                          |
| 29201 | 1016183547 | 110001993530 | CAROLINA WRECKING                 | 500 BLK OF ELMWOOD AVE                | **           | COLUMBIA | SC    | FINDS                                   |
| 29201 | S107599665 |              | FMR ED ROBINSON LAUNDRY & DRY CLE | 1000 BLOCK GERVAIS ST; 200' W OF ASSI | **           | COLUMBIA | SC    | SHWS                                    |
| 29201 | U003521765 | 7737         | GIBBES VOLKSWAGEN MAZDA           | 1020 BLOSSOM ST                       |              | COLUMBIA | SC    | UST                                     |
| 29201 | 1000163236 | 110002244269 | GIBBES VOLKSWAGEN MAZDA           | 1020 BLOSSOM STREET                   |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                      |

## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                                 | Address                          | Map/Dir/Dist | City     | State | Databases                        |
|-------|------------|--------------|--------------------------------------|----------------------------------|--------------|----------|-------|----------------------------------|
| 29201 | 1015495195 |              |                                      | 436 BLOSSOM ST                   |              | COLUMBIA | SC    |                                  |
| 29201 | U003930979 | 7637         | S MART 102                           | 436 BLOSSOM ST                   |              | COLUMBIA | SC    | GWCI, RCR, LUST, UST             |
| 29201 | 1000576018 | 110002245400 | AMOCO OIL SS#899                     | 436 BLOSSOM STREET               |              | COLUMBIA | SC    | RCRA-NonGen, FINDS               |
| 29201 | 1004780448 | 110002244599 | EXXON RAS 41970                      | 439 BLOSSOM STREET               |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                |
| 29201 | 1015500960 |              |                                      | 449 BLOSSOM ST                   |              | COLUMBIA | SC    |                                  |
| 29201 | 1000306121 | 110001667884 | OWEN STEEL CO. INC.                  | 801 BLOSSOM ST                   |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1007247496 | 110017194034 | SHUMAN OWENS SUPPLY                  | 820 BLOSSOM ST                   |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1007231744 | 110017030283 | WICKES LUMBER                        | 900 BLOSSOM ST                   |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1009647841 |              |                                      | BLOSSOM ST. BRIDGE OVER CONGAREE | **           | COLUMBIA | SC    | DOT OPS                          |
| 29201 | 2000531240 |              |                                      | BLOSSOM STREET                   | **           | COLUMBIA | SC    | ERNS                             |
| 29201 | 1004593042 | 110007220952 | SC STATE FARMERS MARKET              | 1001 BLUFF ROAD                  |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1000110066 | 110002243643 | PET DAIRY                            | 1101 BLUFF ROAD                  |              | COLUMBIA | SC    | RCRA-NonGen, FINDS               |
| 29201 | 2007320863 |              |                                      | 1121 BLUFF INDUSTRIAL BLVD       |              | COLUMBIA | SC    | ERNS                             |
| 29201 | 1004781328 | 110012223619 | STANDARD CORP BLUFF IND COMPLEX      | 1121 BLUFF INDUSTRIAL BLVD       |              | COLUMBIA | SC    | RCRA-NonGen, FINDS               |
| 29201 | 1007236136 | 110017075886 | WABTEC                               | 1222 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1007209155 | SCR000765362 | WABTEC GLOBAL SERVICES               | 1222 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-NonGen                      |
| 29201 | U003557848 | 7372         | TRANSPORTATION MOTORPOOL CSMS        | 1225 BLUFF RD                    |              | COLUMBIA | SC    | LUST, UST                        |
| 29201 | 1007231391 | 110017026680 | TRANSPORTATION MOTORPOOL CSMS        | 1225 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1004780092 | 110002244759 | CUMMINS ATLANTIC INC                 | 1233 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-NonGen, FINDS               |
| 29201 | U004019384 | 7450         | CUMMINS ATLANTIC INC COLUMBIA        | 1233 BLUFF RD                    |              | COLUMBIA | SC    | UST                              |
| 29201 | 1015190183 |              |                                      | 1238 BLUFF RD                    |              | COLUMBIA | SC    |                                  |
| 29201 | U004023086 | 19204        | HALDEX BRAKE PRODUCTS                | 1238 BLUFF RD                    |              | COLUMBIA | SC    | UST                              |
| 29201 | 1014927725 | SCR000773341 | WABTEC GLOBAL SERVICES               | 1238 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-NonGen                      |
| 29201 | 1012093965 | 110038798487 | UNITED BRAKE SYSTEMS-CLOSED          | 1238 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1014835815 | 110043432318 | WABTEC GLOBAL SERVICES SUPPORT F.    | 1238 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | S114129927 |              | HALDEX BRAKE PRODUCTS                | 1238 BLUFF RD                    |              | COLUMBIA | SC    | BROWNFIELDS, VCP, ALLSITES, SHWS |
| 29201 | 1004594951 | 110002451757 | UNITED BRAKE SYSTEM INC              | 1280 BLUFF RD.                   |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1000149387 | 110002243215 | SHEALYS INC                          | 1340 BLUFF RD                    |              | COLUMBIA | SC    | ICIS, RCRA-CESQG, FINDS, UST     |
| 29201 | 1004780645 | 110002243689 | RENTAL SERVICE CORP STORE 457        | 1400 BLUFF ROAD                  |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                |
| 29201 | 1007833767 | 110019977578 | SCE&G 24/7 OPERATIONS                | 1413 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1007248440 | 110017203836 | SCE&G CONSTRUCTION & MAINTENANCE     | 1413 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1007235949 | 110017073888 | SCANA CONSTRUCTION & MAINTENANCE     | 1413 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1014401340 | SCR000772368 | SCE&G FACILITIES MAINTENANCE BLUFF   | 1413 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-CESQG                       |
| 29201 | 1015225262 |              |                                      | 1420 BLUFF RD                    |              | COLUMBIA | SC    |                                  |
| 29201 | 1000835497 | 110002243484 | RYDER TRUCK RENTAL                   | 1421 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-NonGen, FINDS               |
| 29201 | U003520990 | 7506         | EASTERN CAROLINA FORD TRUCK CTR      | 1450 BLUFF RD                    |              | COLUMBIA | SC    | LUST, UST                        |
| 29201 | 1000846497 | SC0211800016 | SCARNG CSMS                          | 1450 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-NonGen                      |
| 29201 | 1004781181 | 110002243698 | COLUMBIA FREIGHTLINER LLC            | 1450 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                |
| 29201 | 1000156017 | SCD981752827 | E CAROLINA FORD TRUCK CENTER         | 1450 BLUFF ROAD                  |              | COLUMBIA | SC    | RCRA-NonGen                      |
| 29201 | 1007231995 | 110017032888 | DALEY CORPORATION                    | 1500 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | U001015350 | 7816         | 175TH MAIN GROUP ARMY RES            | 1500 BLUFF RD                    |              | COLUMBIA | SC    | UST                              |
| 29201 | 1015237833 |              |                                      | 1501 BLUFF RD                    |              | COLUMBIA | SC    |                                  |
| 29201 | 1015000604 |              |                                      | 1611 BLUFF RD                    |              | COLUMBIA | SC    | EDR Historical Cleaners          |
| 29201 | 1015254990 |              |                                      | 1611 BLUFF RD                    |              | COLUMBIA | SC    |                                  |
| 29201 | 1004779757 | 110002243242 | SHOP ON WHEELS INCORPORATED          | 1611 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                |
| 29201 | 1015255160 |              |                                      | 1612 BLUFF RD                    |              | COLUMBIA | SC    |                                  |
| 29201 | 1005790494 | 110002230862 | TIRE CENTERS INC                     | 1612 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1015255320 |              |                                      | 1613 BLUFF RD                    |              | COLUMBIA | SC    |                                  |
| 29201 | 1015255437 |              |                                      | 1614 BLUFF RD                    |              | COLUMBIA | SC    |                                  |
| 29201 | 1007230879 | 110017021505 | EQUIPMENT SALES AND RENTALS INC      | 1615 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | U003521097 | 13974        | EQUIPMENT SALES AND RENTALS INC      | 1615 BLUFF RD                    |              | COLUMBIA | SC    | LUST, UST                        |
| 29201 | 1000183396 | 110002244009 | LEAD LEASE FACILITY                  | 1615 BLUFF ROAD                  |              | COLUMBIA | SC    | RCRA-NonGen, FINDS               |
| 29201 | S109146069 |              | CAROLINA INTERNATIONAL TRUCKS        | 1619 BLUFF RD                    |              | COLUMBIA | SC    | AIRS, SPILLS                     |
| 29201 | 1001460368 | SCR000073684 | CAROLINA INTERNATIONAL TRUCKS INC    | 1619 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-NonGen, UST                 |
| 29201 | 1007231581 | 110017028624 | PUMPERS 6                            | 1619 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1015737785 | 110002245053 | CAROLINA INTERNATIONAL TRUCKS        | 1619 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1000248522 | SCD981854599 | CAROLINA INTERNATIONAL TRUCKS        | 1619 BLUFF ROAD                  |              | COLUMBIA | SC    | RCRA-CESQG                       |
| 29201 | 1007247622 | 110017195328 | SOUTHERN PUMP & TANK CO              | 1625 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | U004017134 | 11350        | SOUTHERN PUMP & TANK CO              | 1625 BLUFF RD                    |              | COLUMBIA | SC    | GWCI, LUST, UST                  |
| 29201 | 1000382852 | SCD982159659 | PENSKE TRUCK LEASING CO., L.P.       | 1700 BLUFF ROAD                  |              | COLUMBIA | SC    | RCRA-NonGen                      |
| 29201 | 1000449053 | 110009445234 | PENSKE TRUCK LEASING CO., L.P.       | 1700 BLUFF ROAD                  |              | COLUMBIA | SC    | RCRA-NonGen, FINDS               |
| 29201 | 1010332003 | SCR000768705 | PRAXAIR DISTRIBUTION INC             | 1939 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-CESQG                       |
| 29201 | 1010438806 | 110031439389 | PRAXAIR DISTRIBUTION INC             | 1939 BLUFF RD                    |              | COLUMBIA | SC    | FINDS                            |
| 29201 | 1015750364 | SCR000776518 | DILMAR FLUID SERVICES, INC. USED OIL | 1955 BLUFF ROAD                  |              | COLUMBIA | SC    | RCRA-NonGen                      |
| 29201 | 1016039631 | 110046540784 | DILMAR FLUID SERVICES, INC. USED OIL | 1955 BLUFF ROAD                  |              | COLUMBIA | SC    | FINDS                            |
| 29201 | A100163812 | 977          | DILMAR OIL - COLUMBIA                | 1959 BLUFF ROAD                  |              | COLUMBIA | SC    | AST                              |
| 29201 | U004019406 | 7570         | RUAN TRUCK LEASING                   | 1970 BLUFF RD                    |              | COLUMBIA | SC    | UST                              |
| 29201 | 2006809399 |              |                                      | 1970 BLUFF RD                    |              | COLUMBIA | SC    | ERNS                             |
| 29201 | 1004780913 | SCR000003012 | TYSON FOODS COLUMBIA COOKED MEA'     | 1970 BLUFF RD                    |              | COLUMBIA | SC    | RCRA-CESQG                       |



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| ZIP   | EDR-ID     | Facility ID  | Name                                 | Address                        | Map/Dir/Dist | City       | State | Databases                        |
|-------|------------|--------------|--------------------------------------|--------------------------------|--------------|------------|-------|----------------------------------|
| 29201 | 2001582012 |              |                                      | 1970 BLUFF ROAD                |              | COLUMBIA   | SC    | ERNS                             |
| 29201 | 1007283655 |              | KPR FOODS, DBA, COLUMBIA FOODS       | 1970 BLUFF ROAD                |              | COLUMBIA   | SC    | FTTS                             |
| 29201 | 1016173560 |              | TYSON PREPARED FOODS, COLUMBIA ST    | 1970 BLUFF ROAD                |              | COLUMBIA   | SC    | RMP                              |
| 29201 | 1011829325 |              | KPR HLODINGS, LP D.B.A. COLUMBIA FOC | 1970 BLUFF ROAD                |              | COLUMBIA   | SC    | RMP                              |
| 29201 | 1011840377 |              | TYSON PREPARED FOODS, COLUMBIA ST    | 1970 BLUFF ROAD                |              | COLUMBIA   | SC    | RMP                              |
| 29201 | 2006812948 |              |                                      | 1970 BLUFF ROAD                |              | COLUMBIA   | SC    | ERNS                             |
| 29201 | A100177712 | 1622         | KPR HOLDINGS, LP                     | 1970 BLUFF ROAD                |              | COLUMBIA   | SC    | AST                              |
| 29201 | U003621039 | 17775        | PITT STOP 35                         | 2020 BLUFF RD                  |              | COLUMBIA   | SC    | LUST, SPILLS, UST                |
| 29201 | 1007235187 | 110017065977 | PITT STOP 35                         | 2020 BLUFF RD                  |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | U003520092 | 7824         | CHEROKEE TRUCK CENTER INC            | 2424 BLUFF RD                  |              | COLUMBIA   | SC    | UST                              |
| 29201 | 1000367088 | SCD981749120 | CHEROKEE TRUCK CENTER                | 2424 BLUFF ROAD                |              | COLUMBIA   | SC    | RCRA-NonGen                      |
| 29201 | U001540609 | 14795        | BLUFF RD SITE                        | 2795 BLUFF RD                  |              | COLUMBIA   | SC    | GWCI, LUST, UST                  |
| 29201 | S116710501 |              |                                      | 6118 BLUFF ROAD                | **           | COLUMBIA   | SC    |                                  |
| 29201 | 1007230395 | 110017016469 | AMERICAN SOLID WOVEN CORP            | 807 BLUFF RD                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007837356 | 110020013475 | ASW LAND PARTNERS                    | 807 BLUFF RD                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1015669529 |              |                                      | 905 BLUFF RD                   |              | COLUMBIA   | SC    |                                  |
| 29201 | 1007234704 | 110017060865 | FORMER UNION 76 STATION              | 937 BLUFF RD                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007238657 | 110017102080 | WILLIAMS ENVIRONMENTAL               | BLUFF RD                       | **           | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1004595452 | 110010719794 | BLUFF ROAD SUPERFUND SITE            | BLUFF RD HWY 48                | **           | COLUMBIA   | SC    | ICIS, FINDS                      |
| 29201 | 1014835695 | 110041150553 | SC STATE FARMERS MARKET              | BLUFF ROAD                     | **           | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1015691997 |              |                                      | BLYTHEWOOD                     | **           | COLUMBIA   | SC    |                                  |
| 29201 | S105528044 |              | DIVEX/BOOKMAN LOOP                   | BOOKMAN LOOP RD                | **           | COLUMBIA   | SC    | SHWS                             |
| 29201 | 1007224282 | 110016953180 | SC DPRT BAKER CREEK STATE PK         | PO BOX 113                     | **           | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007259640 | 110017327061 | CAROLINA VIRGINIA NUCLEAR POWER      | PO BOX 1474                    | **           | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007241793 | 110017134867 | COLONY POINT COMM ASSOC              | PO BOX 1657                    | **           | GEORGETOWN | SC    | FINDS                            |
| 29201 | 1007833376 | 110019973652 | CANAL PLACE DEVELOPMENT LLC          | PO BOX 526                     | **           | COLUMBIA   | SC    | FINDS                            |
| 29201 | U003521988 | 7342         | GULF SERVICE STATION                 | 2123 BROAD RIVER RD            |              | COLUMBIA   | SC    | GWCI, LUST, UST                  |
| 29201 | 1004780518 | 110007836333 | BP OIL-SITE #24144                   | 2624 BROAD RIVER RD & YOUNG    | **           | COLUMBIA   | SC    | RCRA-NonGen, FINDS               |
| 29201 | U003526776 | 16466        | WOMENS CORRECTIONAL INSTITUTION      | 4450 BROAD RIVER RD            |              | COLUMBIA   | SC    | LUST, UST                        |
| 29201 | U003521991 | 7651         | GULF SERVICE STATION                 | BROAD RIVER & YOUNG            |              | COLUMBIA   | SC    | UST                              |
| 29201 | 1001225588 | 110004942572 | CIRCLE ENVIRONMENTAL                 | 801 BROOKWOOD DR               |              | COLUMBIA   | SC    | RCRA-NonGen, FINDS               |
| 29201 | 1007243054 | 110017148139 | GEORGIA PACIFIC CORP COLUMBIA        | 855 BROOKWOOD DR               |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007243869 | 110017156502 | SCHAFFER DISTRIBUTING CO INC         | 901 BROOKWOOD DR               |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1008230441 | 110020997938 | SEL PROPERTIES LLC                   | 925 BROOKWOOD RD               |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1010331986 | SCR000768531 | HUGHES SUPPLY HOHG2013               | 932 BROOKWOOD DR               |              | COLUMBIA   | SC    | RCRA-CESQG                       |
| 29201 | 1010440380 | 110031408509 | HUGHES SUPPLY HOHG2013               | 932 BROOKWOOD DR               |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1008010322 | 110008547019 | USFS SEED ORCHARD                    | BRUCE LILES                    | **           | HUGER      | SC    | FINDS                            |
| 29201 | 1016034059 | 110045452657 | STEPHEN RITTER BULL ST               | 1219 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1015750259 | SCR000773234 | STEPHEN RITTER BULL ST               | 1219 BULL ST                   |              | COLUMBIA   | SC    | RCRA-NonGen                      |
| 29201 | 1007240547 | 110017121844 | ASSOCIATED CHIROPRACTIC PHYSICS      | 1811 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1005790228 | 110002237776 | SCOTCH COVE DEVP                     | 1811 BULL ST STE B             |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007229379 | 110017005863 | ROBERT CROOKS DMD                    | 1920 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007257899 | 110017308796 | W CRAIG DRAFFIN JR DMD               | 1920 BULL ST STE D             |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1015302958 |              |                                      | 2001 BULL ST                   |              | COLUMBIA   | SC    |                                  |
| 29201 | 1015306219 |              |                                      | 2011 BULL ST                   |              | COLUMBIA   | SC    |                                  |
| 29201 | 1009400307 | SCR000767764 | D'S AUTO                             | 2011 BULL ST                   |              | COLUMBIA   | SC    | RCRA-CESQG                       |
| 29201 | 1009459452 | 110024832831 | D'S AUTO                             | 2011 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007245525 | 110017173850 | STOP N SAVE/SUNOCO                   | 2031 BULL AT ELMWOOD           | **           | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007256356 | 110017292838 | BULL ST AMOCO                        | 2031 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1004595305 | 110001667937 | SC DMH BULL ST.                      | 2100 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007239065 | 110017106264 | LIEBER BUILDING                      | 2100 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1000150207 | SCD003369295 | SC DMH:BULL ST                       | 2100 BULL ST                   |              | COLUMBIA   | SC    | AIRS, RCRA-CESQG                 |
| 29201 | 1014835952 | 110043469396 | COMPLETE CONTRACTOR SERVICES         | 2219 BULL STREET               |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1014835897 | 110043468529 | WOODWORKER COMPANY                   | 2219 BULL STREET               |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007241270 | 110017129418 | DEPT OF MENTAL HEALTH                | 2414 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1004780007 | SCD043980093 | SC DEPT OF MENTAL HEALTH             | 2414 BULL ST                   |              | COLUMBIA   | SC    | RCRA-CESQG                       |
| 29201 | 1005792386 | 110002311891 | SC DHEC TRUST RIDGE SPRINGS          | 2600 BULL                      |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1005790245 | 110002237240 | STATE REVOLVING FUND                 | 2600 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1004594539 |              | SC GENERAL SERVICES SIMS/AYCOCK      | 2600 BULL ST                   |              | COLUMBIA   | SC    |                                  |
| 29201 | 1005792385 | 110002311882 | SC DHEC TRUST NESMITH WELL SITE      | 2600 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007245556 | 110017174181 | AMERICAN RED CROSS                   | 2751 BULL ST                   |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | U001015302 | 13936        | SHERATON HOTEL & CONVENTION CTR      | 2100 BUSH RIVER RD             |              | COLUMBIA   | SC    | LUST, UST                        |
| 29201 | 1005791146 | 110002188720 | BUSH RIVER SERVICE CO                | BUSH RVR SERV 900 ELMWOOD AVE  |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1005792334 | 110002312649 | MAYFIELD ACRES SD/BUS BRKRS SO       | BUSINESS BRKRS SC 1215 LADY ST |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007229029 | 110017002232 | SC DEPT OF MENTAL HEALTH             | BYRNES BUILDING                | **           | COLUMBIA   | SC    | RCR, FINDS                       |
| 29201 | 1003869292 | SCD987571221 | JAMES HENDERSON                      | 5503 1/2 CABOT AVE             |              | COLUMBIA   | SC    | CERCLIS-NFRAP, RCRA-NonGen, SHWS |
| 29201 | 1007835440 | 110019994309 | STONINGTON DEVELOPMENT LLC           | 1022 CALHOUN ST                |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007258747 | 110017317928 | B R PROPERTIES                       | 1022 CALHOUN ST                |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1007258348 | 110017313735 | HAMPTON INVESTMENT CO INC            | 1022 CALHOUN ST                |              | COLUMBIA   | SC    | FINDS                            |
| 29201 | 1009522330 |              | RUSSELL & JEFFCOAT                   | 1022 CALHOUN STREET            |              | COLUMBIA   | SC    | FTTS                             |

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| ZIP   | EDR-ID     | Facility ID  | Name                                | Address                                | Map/Dir/Dist | City     | State | Databases                             |
|-------|------------|--------------|-------------------------------------|----------------------------------------|--------------|----------|-------|---------------------------------------|
| 29201 | 1010031797 | 110028218186 | RUSSELL @ JEFFCOAT                  | 1022 CALHOUN STREET                    |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1015184745 |              |                                     | 1215 CALHOUN ST                        |              | COLUMBIA | SC    |                                       |
| 29201 | 1000835465 | 110002243938 | JOHN HARRIS PAINT & BODY SHOP       | 1215 CALHOUN ST                        |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                    |
| 29201 | 1007225495 | 110016965863 | BARRY D OLIVER MD                   | 1416 CALHOUN ST                        |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1015225588 |              |                                     | 1421 CALHOUN ST                        |              | COLUMBIA | SC    |                                       |
| 29201 | 1008229611 | 110020997448 | COLUMBIA EMERGENCY OPERATIONS (P    | 1924 CALHOUN ST                        |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1005791180 | 110002188409 | COLUMBIA CITY OF BARONY OXID LAGO   | 1926 CALHOUN ST                        |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1007836030 | 110020000201 | COLUMBIA CITY OF PARKS & RECREAT    | 1932 CALHOUN ST                        |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1004779705 | 110002243206 | SOUTHERN TABLE & BEDDING CORPORA    | 400 CALHOUN ST                         |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                     |
| 29201 | 1001229781 | SCR000006833 | SC STATE CAPITOL BLDG STATE HOUSE   | CAPITOL COMPLEX MAIN ST                | **           | COLUMBIA | SC    | RCRA-CESQG                            |
| 29201 | 1016240723 | 110007838493 | SC STATE CAPITOL BLDG STATE HOUSE   | CAPITOL COMPLEX MAIN ST                | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | S110824210 |              | SOUTH CAROLINA RESEARCH AUTHORIT    | 1000 CATAWBA ST                        |              | COLUMBIA | SC    | BROWNFIELDS, VCP, SHWS                |
| 29201 | 1017373426 | 110061058411 | NITEK INC                           | 1000 CATAWBA ST STE 150                |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1016976299 | SCR000778258 | NITEK INC                           | 1000 CATAWBA ST STE 150                |              | COLUMBIA | SC    | RCRA-CESQG                            |
| 29201 | 1016354682 | 110040821616 | SCRA PROPERTY                       | 1000 CATAWBA ST.                       |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS                 |
| 29201 | 1016144995 | 110040823124 | 601 CATAWBA PROPERTY                | 601 CATAWBA ST.                        |              | COLUMBIA | SC    | US BROWNFIELDS, RCRA-NonGen, FINDS    |
| 29201 | S108664288 |              | COLUMBIA PHOSPHATE COMPANY          | 707 CATAWBA ST                         |              | COLUMBIA | SC    | BROWNFIELDS, VCP, ALLSITES, SHWS      |
| 29201 | S108664290 |              | GLOBE PHOSPHATE COMPANY             | 875 CATAWBA ST                         |              | COLUMBIA | SC    | SHWS                                  |
| 29201 | 1001013897 |              | DIVEX/CAUGHMAN                      | CAUGHMAN RD                            |              | COLUMBIA | SC    | SHWS                                  |
| 29201 | 1015346277 |              |                                     | 2312 CHARLESTON HWY                    | **           | COLUMBIA | SC    |                                       |
| 29201 | 1003862151 | SCN000407332 | PINEBROOK SUBDIVISION CHEMICAL SPI  | 216 CHERRYSTONE DRIVE                  |              | COLUMBIA | SC    | CERCLIS                               |
| 29201 | 1016304770 | 110013797784 | PINEBROOK SUBDIVISION CHEMICAL SPI  | 216 CHERRYSTONE DRIVE                  |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1007231780 | 110017030684 | JONES & FRANK OIL EQUIP             | 701 CHESTER ST                         |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | S113910547 |              |                                     | 217 CHURCH ST                          |              | COLUMBIA | SC    |                                       |
| 29201 | 1015110754 |              |                                     | CLEMSON                                | **           | COLUMBIA | SC    | EDR Historical Cleaners               |
| 29201 | 1016124783 | 110017167741 | SC OFFICE OF GENERAL SERVICES FM E  | 1121 COLLEGE ST                        |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1000408114 | 110002191011 | SOUTHERN BELL TELE & TELG CO        | 700 COLLEGE ST                         |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                    |
| 29201 | 1008192111 |              | VETERANS ADMINISTRATION HOSPITAL    | COLUMBIA                               | **           | COLUMBIA | SC    |                                       |
| 29201 | 1010011448 |              | VETERANS ADMINISTRATION HOSPITAL    | COLUMBIA                               | **           | COLUMBIA | SC    | FTTS                                  |
| 29201 | 1012093891 | 110038798450 | STANDARD WAREHOUSE-CLOSED           | COLUMBIA                               | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1015693153 |              |                                     | COLUMBIA MALL                          | **           | COLUMBIA | SC    |                                       |
| 29201 | 1004593873 | 110001672912 | SC GENERAL SERVICES COLUMBIA MILL:  | COLUMBIA MILLS BLD 301 GERVAIS         | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | 2000529131 |              |                                     | COLUMBIA RIVER BANK ZOO                | **           | COLUMBIA | SC    | ERNS                                  |
| 29201 | 1015693163 |              |                                     | COLUMBIANA CTR                         | **           | COLUMBIA | SC    |                                       |
| 29201 | U003520425 | 9739         | SC COMMISSION FOR THE BLIND         | 1430 CONFEDERATE AVE                   |              | COLUMBIA | SC    | UST                                   |
| 29201 | U003524883 | 17187        | SC DEPT OF MENTAL HEALTH            | COOPER BUILDING                        | **           | COLUMBIA | SC    | UST                                   |
| 29201 | 1007239022 | 110017105826 | SC DEPT OF MENTAL HEALTH            | COOPER BUILDING                        | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1014834978 | 110042329370 | WASTE 2 ENERGY LLC                  | CORNER OF SHOP ROAD & S BELTLI         | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | S116706315 |              | USC CATAWBA STREET                  | NW CORNER CATAWBA AND SUMTER ST        | **           | COLUMBIA | SC    | UIC                                   |
| 29201 | 1011845393 | SCN000410253 | VIRGINIA CAROLINA CHEMICAL (VCC) CO | NW CORNER OF GADSDEN                   | **           | COLUMBIA | SC    | CERCLIS                               |
| 29201 | 1011911044 | 110037287076 | VIRGINIA CAROLINA CHEMICAL (VCC) CO | NW CORNER OF GADSDEN                   | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1001405329 | SCR000073643 | WARDLAW APARTMENTS LP               | NW CORNER OF PARK & ELMWOOD ST         |              | COLUMBIA | SC    | RCRA-NonGen                           |
| 29201 | 1016240727 | 110007838536 | WARDLAW APARTMENTS LP               | NW CORNER OF PARK & ELMWOOD ST         | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1007246511 | 110017183992 | BIG M BARBECUE                      | 1630 DEBORAH DR                        |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1005792348 | 110002312435 | SC DPRT/DREHER ISLAND               | SC DEPT PRT/BOX 113                    | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1016017323 | 110045990326 | CVS PHARMACY 5576                   | 3312 DEVINE ST                         |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1014961240 | SCR000774430 | CVS PHARMACY 5576                   | 3312 DEVINE ST                         |              | COLUMBIA | SC    | RCRAInfo-LQG                          |
| 29201 | U003526582 | 13003        | WESTERN AUTO                        | 4731 DEVINE ST                         |              | COLUMBIA | SC    | LUST, UST                             |
| 29201 | 1015578132 |              |                                     | 617 DEVINE ST                          |              | COLUMBIA | SC    |                                       |
| 29201 | S117361880 |              | INA BEARING CO INC                  | DHEC 2600 BULL ST                      | **           | COLUMBIA | SC    | SHWS                                  |
| 29201 | 1009647929 |              |                                     | 1324 DOVER ST.                         |              | COLUMBIA | SC    | DOT OPS                               |
| 29201 | 1016278623 | 110009311164 | DREYFUS STREET SITE                 | DREFUS ST & ASSEMBLY ST                | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1005852198 | 110008549035 | SOUTH CAROLINA RECYLING AND DISPO   | DREYFUS AND ASSEMBLY STREET            |              | COLUMBIA | SC    | ICIS, FINDS                           |
| 29201 | 1015126614 |              |                                     | 1011 DREYFUSS RD                       |              | COLUMBIA | SC    |                                       |
| 29201 | 1005851033 | 110008561804 | COLUMBIA EAU CLAIRE WTP             | DUKE ST                                | **           | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1015110931 |              |                                     | DUTCH POINT DR                         | **           | COLUMBIA | SC    | EDR Historical Cleaners               |
| 29201 | S105527990 |              | CARDINAL CHEMICAL CO                | 0.1 MI E OF INT OF SHOP RD & S BELTLIN | **           | COLUMBIA | SC    | BROWNFIELDS, VCP, ALLSITES, AUL, SHWS |
| 29201 | U003619671 | 7556         | PENNINGTON SEED INC OF COLA         | 1236 EDEN ST                           |              | COLUMBIA | SC    | SPILLS, UST                           |
| 29201 | 1004781193 | SCR000760900 | PENNINGTON SEED INC                 | 1236 EDEN ST                           |              | COLUMBIA | SC    | RCRA-CESQG                            |
| 29201 | 1016119020 | 110002181415 | PENNINGTON SEED INCORPORATED OF     | 1236 EDEN STREET                       |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1015633390 |              |                                     | 786 EDMUND HIGHWAY SOUTH CONG          | **           | COLUMBIA | SC    |                                       |
| 29201 | 1007225850 | 110016969477 | TWISTED OAKS JOINT VENTURE          | 1229 ELMWOOD AVE                       |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1014989297 |              |                                     | 1340 ELMWOOD AVE                       |              | COLUMBIA | SC    | EDR Historical Cleaners               |
| 29201 | 1007229378 | 110017005854 | SHOWS CHIROPRACTIC                  | 1408 ELMWOOD AVE                       |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1007231802 | 110017030924 | WALKER PLUMBING CO                  | 635 ELMWOOD AVE                        |              | COLUMBIA | SC    | FINDS                                 |
| 29201 | 1004781077 | SCR000073627 | MONSTER T SHORTS LLC                | 731B ELMWOOD                           |              | COLUMBIA | SC    | RCRA-CESQG                            |
| 29201 | 1001229796 | 110002236991 | LOGAN SCHOOL                        | 815 ELMWOOD AVE                        |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                    |
| 29201 | U003557943 | 11144        | ELMWOOD EXXON 43465                 | 925 ELMWOOD AVE                        |              | COLUMBIA | SC    | LUST, UST                             |

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| ZIP   | EDR-ID     | Facility ID   | Name                               | Address                               | Map/Dir/Dist | City     | State | Databases             |
|-------|------------|---------------|------------------------------------|---------------------------------------|--------------|----------|-------|-----------------------|
| 29201 | 1000461916 | 110002244615  | EXXON LOCATION 4-3465              | 925 ELMWOOD AVENUE                    |              | COLUMBIA | SC    | RCRA-NonGen, FINDS    |
| 29201 | 1015677264 |               |                                    | 927 ELMWOOD AVE                       |              | COLUMBIA | SC    |                       |
| 29201 | U003620970 | 16784         | PANTRY 3485 DBA SMOKERS EX         | 927 ELMWOOD AVE                       |              | COLUMBIA | SC    | UST                   |
| 29201 | 1007259520 | 110017325786  | PANTRY 3485 DBA SMOKERS EXPRESS    | 927 ELMWOOD AVE                       |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1012188383 | SCR000771436  | SCDOT ELMWOOD AVE                  | ELMWOOD AVE OVER WAYNE ST             | **           | COLUMBIA | SC    | RCRA-NonGen           |
| 29201 | 1012236545 | 110039565985  | SCDOT ELMWOOD AVE                  | ELMWOOD AVE OVER WAYNE ST             | **           | COLUMBIA | SC    | FINDS                 |
| 29201 | 1008215431 | 110020922545  | WARDLAW                            | ELMWOOD AVE. @ PARK STREET            |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1014835698 | 110041150713  | SC GENERAL SERVICES:ENERGY FACILIT | ENERGY FACILITY 1121 COLLEGE ST       |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1007244937 |               | SC GENERAL SERVICES ENERGY FACILIT | ENERGY FACILITY 1121 COLLEGE ST       |              | COLUMBIA | SC    |                       |
| 29201 | S108282132 |               | SC GENERAL SERVICES ENERGY FACILIT | ENERGY FACILITY 1121 COLLEGE ST       |              | COLUMBIA | SC    |                       |
| 29201 | U003524887 | 17194         | SC DEPT OF MENTAL HEALTH           | ENERGY PLANT                          | **           | COLUMBIA | SC    | AIRS                  |
| 29201 | 1007239063 | 110017106246  | SC DEPT OF MENTAL HEALTH           | ENERGY PLANT                          | **           | COLUMBIA | SC    | LUST, UST             |
| 29201 | 1004781234 | SCR000761379  | SCDOT EXIT 97                      | EXIT 97 I26 UNDER US 176              | **           | COLUMBIA | SC    | RCRA-NonGen           |
| 29201 | 1016212519 | 110006119921  | SCDOT EXIT 97                      | EXIT 97 I26 UNDER US 176              | **           | COLUMBIA | SC    | FINDS                 |
| 29201 | U003603764 | 15389         | EDENS & AVANT PROPERTIES LTD PARTI | 5001 FAIRFIELD RD                     |              | COLUMBIA | SC    | GWCI, LUST, UST       |
| 29201 | 1007231812 | 110017031022  | FARMER BUILDING                    | 8301 FARROW RD                        |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1012077334 | 110038797807  | SC DMH:FARROW RD                   | FARROW RD                             | **           | COLUMBIA | SC    | FINDS                 |
| 29201 | 1007245904 | 110017177749  | MILTON BRAZELL CONTRACTORS INC     | 1015 FERGUSON ST                      |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1005490772 | 110007184572  | THURSTON, CE & SONS                | 1101 FERGUSON STREET                  |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1015758100 | SCD987571874  | SOUTH CAROLINA ELEC & GAS COLU     | 1206 FLORA ST                         |              | COLUMBIA | SC    | PADS, RCRA-NonGen     |
| 29201 | A100267630 | 1363          | SCE&G - FLORA STREET CREW QUARTEF  | 1206 FLORA STREET                     |              | COLUMBIA | SC    | AST                   |
| 29201 | 1007837960 | 110020019512  | SCE&G FORESTRY OPERATION           | FORESTRY OPERATION                    | **           | COLUMBIA | SC    | FINDS                 |
| 29201 | 1015182133 |               |                                    | 1208 FRANKLIN ST                      |              | COLUMBIA | SC    |                       |
| 29201 | 1015182361 |               |                                    | 1209 FRANKLIN ST                      |              | COLUMBIA | SC    |                       |
| 29201 | 1015183709 |               |                                    | 1211 FRANKLIN ST                      |              | COLUMBIA | SC    |                       |
| 29201 | 1015187041 |               |                                    | 1223 FRANKLIN ST                      |              | COLUMBIA | SC    |                       |
| 29201 | S105527995 |               | CAROLINA EASTMAN CO                | 1 MI FRM INT I-26 & US 176 ON EASTMAN | **           | COLUMBIA | SC    | SHWS                  |
| 29201 | S106614884 |               | SCR&D BLUFF ROAD SITE              | 10 MI FROM SC FARMERS MARKET ON S     | **           | COLUMBIA | SC    | ALLSITES, SHWS        |
| 29201 | 1004781235 | SCR000761387  | EVANS & SONS PROCES TANK CO INC    | FRONTAGE RD RT 2 BOX 234D             | **           | GASTON   | SC    | RCRA-NonGen           |
| 29201 | 1007224724 | 110016957863  | KIVA APARTMENTS                    | 1823 GADSDEN ST                       |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1016359063 | 110043691797  | SE ELECTRICAL / USC CATAWBA        | 303 GADSDEN ST.                       |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS |
| 29201 | 1000136766 | SCD114409311  | S & Y INC                          | 444 GADSDEN STREET                    |              | COLA     | SC    | RCRA-NonGen           |
| 29201 | 1000575739 | 110002191173  | S&Y INC.                           | 444 GADSDEN STREET                    |              | COLUMBIA | SC    | RCRA-NonGen, FINDS    |
| 29201 | 1015604635 |               |                                    | 700 GARLAND ST                        |              | COLUMBIA | SC    |                       |
| 29201 | 1006333254 |               | V. A. HOSPITAL                     | 6439 GARNERS FERRY RD.                |              | COLUMBIA | SC    | MLTS                  |
| 29201 | 1015651698 |               |                                    | 8340 GARNERS FERRY RD                 |              | COLUMBIA | SC    |                       |
| 29201 | 1012093773 | 110038798539  | SC ETV-CLOSED                      | 1101 GEO ROGERS BLVD                  | **           | COLUMBIA | SC    | FINDS                 |
| 29201 | 1007232503 | 110017038070  | VEHICLE MAINTENANCE FACILITY       | 1101 GEORGE ROGERS BLVD.              |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1016117916 | 110002190959  | STATE RECORD COMPANY INCORPORAT    | 1103 GEORGE ROGERS BLVD               |              | COLUMBIA | SC    | FINDS                 |
| 29201 | U003524894 | 7476          | SC EDUCATIONAL TELEVISION COMM     | 1103 GEORGE ROGERS BLVD               |              | COLUMBIA | SC    | UST                   |
| 29201 | 1007244000 | 110017157903  | SC EDUCATIONAL TELEVISION COMM     | 1103 GEORGE ROGERS BLVD               |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1000397566 | SCD003507142  | STATE RECORD SHOP                  | 1103 GEORGE ROGERS BLVD.              |              | COLUMBIA | SC    | RCRA-NonGen           |
| 29201 | 1014629642 |               | SOUTH CAROLINA ELECTRIC & GAS COM  | 545 GEORGIA ST                        |              | COLUMBIA | SC    | PCB TRANSFORMER       |
| 29201 | 1014623682 |               | SOUTH CAROLINA ELECTRIC & GAS COM  | 545 GEORGIA ST                        |              | COLUMBIA | SC    | PCB TRANSFORMER       |
| 29201 | 1016118271 | 110002231825  | VULCAN MATERIALS COMPANY COLUMB    | 545 GEORGIA STREET                    |              | COLUMBIA | SC    | FINDS                 |
| 29201 | S108281538 |               | SOUTHEASTERN CONCRETE PRODUCTS     | 621 GEORGIA ST (VULCAN QUARRY)        |              | COLUMBIA | SC    | AIRS                  |
| 29201 | 1006754538 |               | SOUTHEASTERN CONCRETE PRODUCTS     | 621 GEORGIA ST (VULCAN QUARRY)        |              | COLUMBIA | SC    |                       |
| 29201 | 1016124409 | 110012165307  | ALLIED CONCRETE PRODUCTS LLC       | 641 GEORGIA STREET                    |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1000405109 | SCD982083156  | SOUTH CAROLINA STATE MUSEUM        | 301 GERVAIS ST                        |              | COLUMBIA | SC    | RCRA-CESQG            |
| 29201 | 1007226318 | 110016974513  | SC STATEHOUSE & CAPITOL COMPLEX    | 1100 GERVAIS ST                       |              | COLUMBIA | SC    | FINDS                 |
| 29201 | U003194431 | 17949         | SC STATEHOUSE & CAPITOL COMPLEX    | 1100 GERVAIS ST                       |              | COLUMBIA | SC    | UST                   |
| 29201 | 1015153396 |               |                                    | 1101 GERVAIS ST                       |              | COLUMBIA | SC    |                       |
| 29201 | 1007241485 | 110017131646  | WILBUR SMITH ASSOCIATES INC        | 1301 GERVAIS ST                       |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1014629596 |               | SOUTH CAROLINA ELECTRIC & GAS COM  | 1301 GERVAIS ST                       |              | COLUMBIA | SC    | PCB TRANSFORMER       |
| 29201 | 1014623723 |               | SOUTH CAROLINA ELECTRIC & GAS COM  | 1301 GERVAIS ST                       |              | COLUMBIA | SC    | PCB TRANSFORMER       |
| 29201 | 1007226370 | 110016975040  | NCNB TOWER                         | 1301 GERVAIS ST                       |              | COLUMBIA | SC    | FINDS                 |
| 29201 | U001539579 | 12918         | NCNB TOWER                         | 1301 GERVAIS ST                       |              | COLUMBIA | SC    | LUST, UST             |
| 29201 | 1001962013 | 110002184190  | SAFETY KLEEN SYSTEMS INC           | 1301 GERVAIS ST S 1900                |              | COLUMBIA | SC    | RCRA-NonGen, FINDS    |
| 29201 | 1005618756 |               | LIDLAW ENVIRONMENTAL SERVICES (TI  | 1301 GERVAIS STREET                   |              | COLUMBIA | SC    | FTTS                  |
| 29201 | 1005481454 | SCW0000000018 | SAFETY-KLEEN SYSTEMS, INC.         | 1301 GERVAIS STREET, SUITE 1900       |              | COLUMBIA | SC    | PADS                  |
| 29201 | 1005481453 | SCW0000000017 | SAFETY-KLEEN (TG), INC.            | 1301 GERVAIS STREET, SUITE 300        |              | COLUMBIA | SC    | PADS                  |
| 29201 | 1015219710 |               |                                    | 1400 GERVAIS ST                       |              | COLUMBIA | SC    |                       |
| 29201 | U003521825 | 7742          | GOODYEAR AUTO SERVICE CENTER 232:  | 1400 GERVAIS ST                       |              | COLUMBIA | SC    | UST                   |
| 29201 | 1016117546 | 110002244287  | GOODYEAR AUTO SERVICE CENTER COL   | 1400 GERVAIS ST                       |              | COLUMBIA | SC    | FINDS                 |
| 29201 | 1004780088 | SCD127945244  | GOODYEAR AUTO SERVICE CENTER 232:  | 1400 GERVAIS STREET                   |              | COLUMBIA | SC    | RCRA-CESQG            |
| 29201 | 1015225608 |               |                                    | 1421 GERVAIS ST                       |              | COLUMBIA | SC    |                       |
| 29201 | U003665670 | 10704         | COMPLETE CAR CARE DBA GERVAIS ST I | 1421 GERVAIS ST                       |              | COLUMBIA | SC    | UST                   |
| 29201 | 1007231397 | 110017026751  | CONOCO PHILLIPS COMPANY 2634192    | 1421 GERVAIS STREET                   |              | COLUMBIA | SC    | FINDS                 |
| 29201 | U003520919 | 7492          | DUNBAR FUNERAL HOME INC            | 1527 GERVAIS ST                       |              | COLUMBIA | SC    | LUST, UST             |
| 29201 | 1004593171 | 110001669800  | 1527 GERVAIS STREET                | 1527 GERVAIS STREET                   |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS |
| 29201 | 1015257660 |               |                                    | 1628 GERVAIS ST                       |              | COLUMBIA | SC    |                       |

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| ZIP   | EDR-ID     | Facility ID  | Name                               | Address                             | Map/Dir/Dist | City       | State | Databases                                       |
|-------|------------|--------------|------------------------------------|-------------------------------------|--------------|------------|-------|-------------------------------------------------|
| 29201 | 1004780934 | 110002244964 | COMPLETE CAR CARE                  | 1628 GERVAIS ST                     |              | COLUMBIA   | SC    | RCRA-CESQG, FINDS                               |
| 29201 | 1005791208 | 110002187883 | GREENGATE COND GREENGATE UTILILIT  | 1711 GERVAIS STREET                 |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1004780096 | 110002243590 | PALMETTO PATHOLOGY SERVICES        | 1719 GERVAIS ST                     |              | COLUMBIA   | SC    | RCRA-NonGen, FINDS                              |
| 29201 | 1015271528 |              |                                    | 1738 GERVAIS ST                     |              | COLUMBIA   | SC    |                                                 |
| 29201 | 1007245944 | 110017178141 | FIRESTONE STORE 0503               | 1738 GERVAIS ST                     |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1015278222 |              |                                    | 1801 GERVAIS ST                     |              | COLUMBIA   | SC    |                                                 |
| 29201 | U003521705 | 7488         | GENERAL TIRE SERVICE               | 1801 GERVAIS ST                     |              | COLUMBIA   | SC    | UST                                             |
| 29201 | 1004780184 | 110045012936 | 1801 GERVAIS STREET PROPERTY       | 1801 GERVAIS STREET                 |              | COLUMBIA   | SC    | US BROWNFIELDS, RCRA-CESQG, FINDS               |
| 29201 | 1007234746 | 110017061285 | COMMERCIAL OFFICE FURNITURE        | 1835 GERVAIS ST                     |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1015295654 |              |                                    | 1950 GERVAIS ST                     |              | COLUMBIA   | SC    |                                                 |
| 29201 | 1007246092 | 110017179649 | CONSTAN INC                        | 1950 GERVAIS ST                     |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | U004018047 | 16930        | BURNSIDE DODGE                     | 2005 GERVAIS ST                     |              | COLUMBIA   | SC    | LUST, UST                                       |
| 29201 | 1007228582 | 110016997703 | BURNSIDE DODGE                     | 2005 GERVAIS ST                     |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | S117361916 |              | GREYHOUND BUS TERMINAL             | 2017 GERVAIS ST                     |              | COLUMBIA   | SC    | BROWNFIELDS, SHWS                               |
| 29201 | S117882395 |              | GREYHOUND BUS TERMINAL             | 2017 GERVAIS ST                     |              | COLUMBIA   | SC    | ALLSITES                                        |
| 29201 | 1007228581 | 110016997696 | FORMER HORACE BEECH AUTO SERV      | 2023 GERVAIS ST                     |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | U003521417 | 16931        | FORMER HORACE BEECH AUTO SERV      | 2023 GERVAIS ST                     |              | COLUMBIA   | SC    | LUST, UST                                       |
| 29201 | 1007257579 | 110017305539 | SC DEPT OF PUBLIC SAFETY-PROTECT S | 300 GERVAIS ST                      |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | U004051645 | 19224        | MIDDLETON BUILDING                 | 300 GERVAIS ST                      |              | COLUMBIA   | SC    | BROWNFIELDS, VCP, SHWS, LUST, UST               |
| 29201 | 1005790501 | 110002230577 | OFFICE OF GENERAL SERVICES MIDDLE  | 300 GERVAIS ST                      |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | U003525014 | 7928         | STATE MUSEUM COLA MILL BLDG        | 301 GERVAIS ST                      |              | COLUMBIA   | SC    | LUST, UST                                       |
| 29201 | S117724225 |              | COLUMBIA HYDROELECTRIC PROJECT     | 301 GERVAIS ST                      |              | COLUMBIA   | SC    | NPDES                                           |
| 29201 | 1007235959 | 110017073986 | SC OFFICE OF GENERAL SERVICES MILL | 301 GERVAIS ST                      |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | A100168645 | 1340         | SCE&G - COLUMBIA HYDRO             | 301 GERVAIS STREET                  |              | COLUMBIA   | SC    | AST                                             |
| 29201 | 1000425804 | 110002243153 | SCE&G COLUMBIA HYDRO               | 301 GERVAIS STREET                  |              | COLUMBIA   | SC    | RCRA-CESQG, FINDS                               |
| 29201 | 1015490720 |              |                                    | 428 GERVAIS ST                      |              | COLUMBIA   | SC    |                                                 |
| 29201 | 1015536688 |              |                                    | 520 GERVAIS ST                      |              | COLUMBIA   | SC    |                                                 |
| 29201 | 1007247465 | 110017193712 | BUNDRICKS CITY GARAGE              | 520 GERVAIS ST                      |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1000440049 | SCD982159832 | CITY GARAGE & BODY SHOP            | 520 GERVAIS ST                      |              | COLUMBIA   | SC    | RCRA-NonGen                                     |
| 29201 | U004018318 | 18641        | BUNDRICKS CITY GARAGE              | 520 GERVAIS ST                      |              | COLUMBIA   | SC    | GWCI, LUST, UST                                 |
| 29201 | 1005790017 | 110002245160 | CITY GARAGE & BODY SHOP            | 522 GERVAIS ST                      |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1015568700 |              |                                    | 601 GERVAIS ST                      |              | COLUMBIA   | SC    |                                                 |
| 29201 | 1015578713 |              |                                    | 619 GERVAIS ST                      |              | COLUMBIA   | SC    |                                                 |
| 29201 | 1007242988 | 110017147452 | GERVAIS STREET RACO                | 619 GERVAIS ST                      |              | COLUMBIA   | SC    | US BROWNFIELDS, FINDS                           |
| 29201 | 1016359114 | 110043692475 | FORMER RACO STATION                | 619 GERVAIS STREET AND 1209 WAYNE S |              | COLUMBIA   | SC    | US BROWNFIELDS, FINDS                           |
| 29201 | U000483243 | 7493         | BASBCO LLC                         | 700 GERVAIS ST                      |              | COLUMBIA   | SC    | UST                                             |
| 29201 | 1007246091 | 110017179630 | D&V                                | 713 715 GERVAIS ST                  | **           | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1007836351 | 110020003422 | SOUTHLAKE COMMONS LLC              | 800 GERVAIS ST STE 100              |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1007835416 | 110019994069 | NBJ MARINA LLC                     | 800 GERVAIS ST STE 100              |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1016163327 | 110055615026 | ADLUH FLOUR COLUMBIA PLANT         | 804 GERVAIS ST                      |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | S106234012 |              | COLUMBIA SUPPLY COMPANY            | 823 GERVAIS ST                      |              | COLUMBIA   | SC    | BROWNFIELDS, VCP, ALLSITES, UIC, RCR, AUL, SHWS |
| 29201 | S117663404 |              | 912 GERVAIS STREET SITE            | 912 GERVAIS ST                      |              | COLUMBIA   | SC    | BROWNFIELDS, ALLSITES, AUL, SHWS                |
| 29201 | 1016359080 | 110043692019 | MULTI-TENANT RETAIL BUILDING       | 912 GERVAIS STREET                  |              | COLUMBIA   | SC    | US BROWNFIELDS, FINDS                           |
| 29201 | 1007240709 | 110017123584 | RESEARCH PLANNING INSTITUTE INC    | 925 GERVAIS ST                      |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1007833475 | 110019974651 | SANDY RIDGE ASSOCIATES LLC         | 925 GERVAIS ST                      |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | U003518912 | 7854         | ALEXANDER TAYLOR & MURPHY          | GERVAIS ST                          |              | COLUMBIA   | SC    | UST                                             |
| 29201 | 1004780502 | SCD987581576 | SCDOT GERVAIS ST BRIDGE            | GERVAIS ST                          | **           | COLUMBIA   | SC    | RCRA-NonGen                                     |
| 29201 | 1016124421 | 110012198889 | SCDOT GERVAIS STREET BRIDGE        | GERVAIS STREET                      | **           | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1004780546 | 110007836501 | BP OIL-SITE #24129                 | 1421 GEVAIS STREET & BULL           |              | COLUMBIA   | SC    | RCRA-NonGen, FINDS                              |
| 29201 | 1000187489 | 110002191556 | COLUMBIA CITY OF CCI               | 1515 GIST ST                        |              | COLUMBIA   | SC    | RCRA-NonGen, FINDS                              |
| 29201 | U003519977 | 7377         | CENTRAL CORR INST                  | 1515 GIST ST                        |              | COLUMBIA   | SC    | BROWNFIELDS, VCP, ALLSITES, SHWS, LUST, UST     |
| 29201 | 1007835519 | 110019995095 | SPRING OAKS LLC                    | 29 GOVERNER S HILL                  |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1007837945 | 110020019362 | FINSBURY LLC                       | 29 GOVERNORS HILL                   |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1007835551 | 110019995415 | THE FARM ASSOCIATES LLC            | 29 GOVERNORS HILL                   |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1007831444 | 110019954325 | CHURCH VIEW COMMONS LLC            | 29 GOVERNORS HILL RD                | **           | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1004779879 | SC0000988980 | SCARNG OLYMPIA                     | 551 GRANBY LANE                     |              | COLUMBIA   | SC    | RCRA-CESQG                                      |
| 29201 | 1016117542 | 110002243368 | SCARNG COLUMBIA                    | 551 GRANBY LN                       |              | COLUMBIA   | SC    | FINDS                                           |
| 29201 | 1000184947 | SCD044942670 | LINDAU CHEMICAL                    | 750 GRANBY LANE                     |              | COLUMBIA   | SC    | AIRS, CERCLIS-NFRAP, SHWS, RCRAInfo-LQG         |
| 29201 | 1011830117 |              | LINDAU CHEMICALS, INC.             | 750 GRANBY LANE                     |              | COLUMBIA   | SC    | RMP                                             |
| 29201 | 1007563283 |              | LINDAU CHEMICALS, INC.             | 750 GRANBY LANE                     |              | COLUMBIA   | SC    | FTTS                                            |
| 29201 | U003930464 | 16872        | LINDAU CHEMICALS INC               | 750 GRANBY LN                       |              | COLUMBIA   | SC    | UST                                             |
| 29201 | 1005965149 |              | LINDAU CHEMICALS                   | 750 GRANBY LN                       |              | COLUMBIA   | SC    |                                                 |
| 29201 | 1012120862 | 29201LNDCH75 | LINDAU CHEMICALS INC               | 750 GRANBY LN                       |              | COLUMBIA   | SC    | TRIS                                            |
| 29201 | 1016119606 | 110000352467 | LINDAU CHEMICALS INC               | 750 GRANBY LN.                      |              | COLUMBIA   | SC    | ICIS, FINDS                                     |
| 29201 | 1016361894 | 110045012464 | 321 GREEN STREET                   | 321 GREEN ST                        |              | LOUISVILLE | GA    | US BROWNFIELDS, FINDS                           |

## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                               | Address                    | Map/Dir/Dist | City       | State | Databases                             |
|-------|------------|--------------|------------------------------------|----------------------------|--------------|------------|-------|---------------------------------------|
| 29201 | 1001091435 | SCR000002733 | SONOCO RECYCLING                   | GREEN ST                   |              | COLUMBIA   | SC    | RCRA-NonGen                           |
| 29201 | S109362349 |              | USC COLISEUM PARKING LOTS          | GREENE ST                  | **           | COLUMBIA   | SC    | SHWS                                  |
| 29201 | 1007259190 | 110017322431 | EUGENE MINCER DDS                  | 1522 GREGG ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007237011 | 110017084830 | CARDINAL HEALTH                    | 1823 GREGG ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007259372 | 110017324260 | MIDTOWN FAMILY MEDICINE            | 1910 GREGG ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007246108 | 110017179809 | W F BALLENTINE                     | 1922 GREGG ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | U004019365 | 7351         | SC DEPT OF MENTAL HEALTH           | 2051 GREGG ST              |              | COLUMBIA   | SC    | LUST, UST                             |
| 29201 | 1007260193 | 110017332778 | SC DEPT OF MENTAL HEALTH           | 2051 GREGG ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1005624596 |              | SOUTH CAROLINA DEPT OF MENTAL HEA  | 2055 GREGG ST              |              | COLUMBIA   | SC    | FTTS                                  |
| 29201 | 1016295893 | 110011732544 | SOUTH CAROLINA DEPT OF MENTAL HEA  | 2055 GREGG ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1015666591 |              |                                    | 900 GREGG ST               |              | COLUMBIA   | SC    |                                       |
| 29201 | 2001556854 |              |                                    | 19 HAGOOD ST               | **           | CHARLESTON | SC    | ERNS                                  |
| 29201 | 1007239064 | 110017106255 | SC DEPT OF MENTAL HEALTH           | HALL BUILDING              | **           | COLUMBIA   | SC    | FINDS                                 |
| 29201 | U002323629 | 17193        | SC DEPT OF MENTAL HEALTH           | HALL BUILDING              | **           | COLUMBIA   | SC    | UST                                   |
| 29201 | 1014982428 |              |                                    | 1212 HAMPTON ST            |              | COLUMBIA   | SC    | EDR Historical Cleaners               |
| 29201 | 1005678386 | 110002371344 | BELLSOUTH:COLUMBIA-HAMPTON ST      | 1600 HAMPTON               |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007244306 | 110017161060 | BELLSOUTH TELECOMMUNICATIONS INC   | 1600 HAMPTON ST            |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | U003525308 | 11068        | SOUTHERN BELL                      | 1600 HAMPTON ST            |              | COLUMBIA   | SC    | LUST, UST                             |
| 29201 | 1007241196 | 110017128632 | BELLSOUTH SERVICES INC             | 1600 HAMPTON ST - ROOM 419 |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1004595410 | 110002238864 | FORMER SOUTHERN BELL/HARDEN ST     | 1600 HAMPTON ST ROOM 419   |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | U003619674 | 7578         | AT&T COMMUNICATIONS SC1880         | 1645 HAMPTON ST            |              | COLUMBIA   | SC    | GWCI, UIC, RCR, LUST, UST             |
| 29201 | 1007242058 | 110017137604 | MCCAIN ORTHOPAEDIC CENTER          | 1812 HAMPTON ST            |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007830200 | 110019941884 | PREMIER HOLDINGS OF SOUTH CAROLIN  | 1813 HAMPTON ST            |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007834476 | 110019984668 | GOVERNORS GRANT LLC                | 1813 HAMPTON ST            |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007835382 | 110019993729 | DRAKE DEVELOPMENT                  | 1813 HAMPTON ST            |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1000240143 | 110002243439 | ROCHE BIOMEDICAL LABORATORIES      | 1919 HAMPTON STREET        |              | COLUMBIA   | SC    | RCRA-NonGen, FINDS                    |
| 29201 | 1005629616 | 110002100351 | CHEMSTATION OF SOUTH CAROLINA      | 1929 HAMPTON ST.           |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | S113913068 |              | NATIONAL KIDNEY FOUNDATION         | 508 HAMPTON ST.            |              | COLUMBIA   | SC    | SWRCY                                 |
| 29201 | U003624312 | 17437        | S MART 112                         | 201 HARBISON BLVD          |              | COLUMBIA   | SC    | GWCI, LUST, UST                       |
| 29201 | 1007235409 | 110017068279 | GEODAX TECHNOLOGY INC              | 3301 HARDEN ST             | **           | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1008211442 | 110020867196 | DHEC                               | 3894 HARDEN STREET         | **           | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1012218906 | 110040510337 | BENEDICT COLLEGE                   | HARDEN ST                  | **           | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1014982786 |              |                                    | 1218 HENDERSON ST          |              | COLUMBIA   | SC    | EDR Historical Cleaners               |
| 29201 | 1007229368 | 110017005756 | MARY G METROPOL DMD PA             | 1700 HENDERSON ST          |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007234418 | 110017057959 | PALMETTO PODIATRY ASSOCIATES LLC   | 1730 HENDERSON ST          |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007244295 | 110017160944 | COLUMBIA FOOT CLINIC PA            | 1818 HENDERSON ST          |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1009648438 |              |                                    | 719 HENDERSON STREET       |              | COLUMBIA   | SC    | DOT OPS                               |
| 29201 | U001536484 | 7609         | PHILLIPS 66 CO 010437              | HENDERSON & LAUREL         |              | COLUMBIA   | SC    | GWCI, LUST, UST                       |
| 29201 | 1007227160 | 110016983102 | PHILLIPS 66 CO 010437              | HENDERSON & LAUREL         |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007116348 | SCR000075861 | FLOWSERVE CORP                     | 1200 HEYWARD ST            |              | COLUMBIA   | SC    | RCRA-NonGen                           |
| 29201 | 1000343990 | 110002243000 | SPRINGS INDUSTRIES GRANBY PLANT    | 400 HEYWARD ST             |              | COLUMBIA   | SC    | RCRA-NonGen, FINDS                    |
| 29201 | 1010169379 | 110030478070 | GRANBY MILLS                       | 510 HEYWARD STREET         |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007460424 | 110017775344 | CAROLINA INC                       | 600 HEYWARD ST             |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007371638 | SCR000765651 | CAROLINA INC                       | 600 HEYWARD ST             |              | COLUMBIA   | SC    | RCRA-NonGen                           |
| 29201 | 1000343989 | SCD981475775 | SPRINGS INDUSTRIES INC COLA PLT    | 600 HEYWARD STREET         |              | COLUMBIA   | SC    | RCRA-NonGen                           |
| 29201 | 1014835951 | 110043469378 | PALMETTO CONSTRUCTION & RENOVATI   | 818 HEYWARD STREET         |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007994161 | 110020792686 | OLYMPIA                            | HEYWARD ST @ WILLIAMS ST   |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1014629699 |              | SPRINGS INDUSTRIES OLYMPIA/GRANBY  | 600 HEYWOOD STREET         | **           | COLUMBIA   | SC    | PCB TRANSFORMER                       |
| 29201 | 1014623755 |              | SPRINGS INDUSTRIES OLYMPIA/GRANBY  | 600 HEYWOOD STREET         | **           | COLUMBIA   | SC    | PCB TRANSFORMER                       |
| 29201 | 1000449051 | 110002244866 | COLONIAL WOODWORKS INCORPORATE     | 1102 HUGER ST              |              | COLUMBIA   | SC    | RCRA-NonGen, FINDS                    |
| 29201 | U003908270 | 18914        | FORMER JOHN DEERE WAREHOUSE        | 1210 HUGER ST              |              | COLUMBIA   | SC    | LUST, UST                             |
| 29201 | 1007257726 | 110017307038 | FORMER JOHN DEERE BUILDING         | 1210 HUGER STREET          |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1000311579 | 110000352500 | KLINE IRON & STEEL COMPANY INCORPC | 1225 HUGER ST.             |              | COLUMBIA   | SC    | FINDS, UST                            |
| 29201 | 1007247992 | 110017199208 | RICHLAND COUNTY SHERIFF DEPT       | 1400 HUGER ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007240353 | 110017119839 | RICHLAND COUNTY CENTRAL COURT      | 1400 HUGER ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | S105736166 |              | SCE&G FLEET MAINTENANCE SITE       | 1409 HUGER ST              |              | COLUMBIA   | SC    | BROWNFIELDS, VCP, ALLSITES, RCR, SHWS |
| 29201 | U003619656 | 7496         | COLUMBIA FLEET MAINTENANCE         | 1409 HUGER ST              |              | COLUMBIA   | SC    | LUST, UST                             |
| 29201 | A100168661 | 1358         | SCE&G - COLUMBIA TRANSIT OPERATION | 1409 HUGER ST              |              | COLUMBIA   | SC    | AST                                   |
| 29201 | 1000425800 | 110002447326 | SCE&G FLEET MAINTENANCE SITE       | 1409 HUGER STREET          |              | COLUMBIA   | SC    | GWCI, RCRA-NonGen, FINDS              |
| 29201 | 1016304312 | 110013671035 | SCANA CONSTRUCTION SERVICES        | 1431 HUGER ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1007231754 | 110017030407 | RED DIAMOND 633 38                 | 1601 HUGER ST              |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1006329442 | 110012710593 | MOLECULAR BOND SUPERABRASIVES      | 401 HUGER ST               |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | U003523812 | 7405         | ALSCO                              | 420 HUGER ST               |              | COLUMBIA   | SC    | LUST, UST                             |
| 29201 | 1005791691 | 110002180470 | ALSCO                              | 420 HUGER ST               |              | COLUMBIA   | SC    | AIRS, FINDS                           |
| 29201 | 1007243158 | 110017149209 | W O BLACKSTONE & CO INC            | 425 HUGER ST               |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1016028913 | 110044992764 | CMC CONSTRUCTION SERVICES          | 500 HUGER ST               |              | COLUMBIA   | SC    | FINDS                                 |
| 29201 | 1014921704 | SCR000773077 | CMC CONSTRUCTION SERVICES          | 500 HUGER ST               |              | COLUMBIA   | SC    | RCRA-NonGen                           |
| 29201 | 1001460367 | 110002236704 | COLUMBIA HEAVY DUTY INCORPORATEC   | 501 HUGER ST               |              | COLUMBIA   | SC    | RCRA-NonGen, FINDS                    |
| 29201 | 1007247350 | 110017192544 | DEWEY LYBRAND                      | 700 HUGER ST               |              | COLUMBIA   | SC    | FINDS                                 |

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| ZIP   | EDR-ID     | Facility ID  | Name                              | Address                            | Map/Dir/Dist | City     | State | Databases                   |
|-------|------------|--------------|-----------------------------------|------------------------------------|--------------|----------|-------|-----------------------------|
| 29201 | 1007231725 | 110017030096 | HOLOX LTD                         | 809 HUGER ST                       |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 2003639098 |              |                                   | 918 HUGER STREET                   |              | COLUMBIA | SC    | ERNS                        |
| 29201 | 1008408825 |              | COLUMBIA GASLIGHT CO              | HUGER STREET                       |              | COLUMBIA | SC    | Manufactured Gas Plants     |
| 29201 | U003521818 | 7855         | GOODLETT EQUIPMENT CO INC         | SC HWY 215 S                       | **           | COLUMBIA | SC    | UST                         |
| 29201 | 1007244270 | 110017160668 | USDA FOREST SERVICE               | SC HWY 283 11 MI W OF              | **           | COLUMBIA | SC    | FINDS                       |
| 29201 | 1015736403 | SCD052945565 | HOBART CORP/KITCHEN AID DIV.      | SC HWY 555, 3 MI FROM I-77         |              | COLUMBIA | SC    | CERCLIS-NFRAP, RCRA-NonGen  |
| 29201 | 1012145643 | 110039153581 | TUCKER OIL                        | 1001 IDLEWILD BLVD                 |              | COLUMBIA | SC    | FINDS                       |
| 29201 | U001539518 | 7471         | WILSON TRUCKING CORP              | 1004 IDLEWILD BLVD                 |              | COLUMBIA | SC    | UST                         |
| 29201 | 1007231784 | 110017030728 | WILSON TRUCKING CORP              | 1004 IDLEWILD BLVD                 |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007231907 | 110017031987 | CORNER PANTRY INC                 | 1001 IDLEWILDE BLVD                |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1017780632 | SCR000778779 | TRADEBE TREATMENT AND RECYCLING   | 1004 IDLEWILDE BLVD                |              | COLUMBIA | SC    | RCRA-CESQG                  |
| 29201 | S111382746 |              | TRADEBE ENVIRONMENTAL SERVICES, L | 1004 IDLEWILDE BLVD.               |              | COLUMBIA | SC    | SWRCY                       |
| 29201 | S110091446 |              | SONOCO RECYCLING COLUMBIA         | 1132 IDLEWILDE BLVD.               |              | COLUMBIA | SC    | SWRCY                       |
| 29201 | 1008158814 |              | ENGINEERED COMPOSITES LLC         | 810 IDLEWILDE BLVD                 |              | COLUMBIA | SC    |                             |
| 29201 | S108281755 |              | ENGINEERED COMPOSITES LLC         | 810 IDLEWILDE BLVD                 |              | COLUMBIA | SC    | AIRS                        |
| 29201 | 1017426895 | 29201NGNRD81 | ENGINEERED COMPOSITES             | 810 IDLEWILDE ST                   |              | COLUMBIA | SC    | TRIS                        |
| 29201 | 1000189034 | SCD000622803 | SCR&D (DREYFUS & ASSEMBLY STS)    | AT INT OF DREYFUS ST & ASSEMBLY ST |              | COLUMBIA | SC    | CERCLIS-NFRAP, RCRA-NonGen, |
|       |            |              |                                   |                                    |              |          |       | SHWS                        |
| 29201 | 1000441428 | SCD980839575 | DREYFUS STREET SITE               | INT OF DREYFUS & ASSEMBLY STS      |              | COLUMBIA | SC    | CERCLIS, SHWS               |
| 29201 | S108953962 |              | ALLIED CHEMICAL FIBER DIV         | INT PINEY GROVE RD & ST ANDREWS RD | **           | COLUMBIA | SC    | SHWS                        |
| 29201 | 1017368378 | 110060343748 | EASTMAN CHEMICALS PET PLANT       | INTERSECTION I-26 EAST AND HIGHWAY | **           | COLUMBIA | SC    | FINDS                       |
| 29201 | 1012136132 | 110039163017 | ASSEMBLY STATION                  | INTERSECTION OF ASSEMBLY ST. AND W | **           | COLUMBIA | SC    | FINDS                       |
| 29201 | 1009647647 |              |                                   | INTERSECTION OF COLLEGE & SUMTER ! | **           | COLUMBIA | SC    | DOT OPS                     |
| 29201 | 1003868504 | SCD981028699 | COLUMBIA LANDFILL                 | JCT SC HWY 768 & S. BELTLINE       | **           | COLUMBIA | SC    | CERCLIS-NFRAP               |
| 29201 | U003619177 | 11802        | COLUMBIA OWENS DOWNTOWN AIRPOR    | 1400 JIM HAMILTON BLVD             |              | COLUMBIA | SC    | GWCI, RCR, LUST, UST        |
| 29201 | 1010383221 |              | PALMETTO ANTIQUE FLOORING AND SAL | 1125 JOE LOUIS DR                  |              | COLUMBIA | SC    | SHWS                        |
| 29201 | 1010692356 | 110031217261 | PALMETTO ANTIQUE FLOORING & SALVA | 1125 JOE LOUIS DR                  |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1008205178 | 110020891524 | SCDOT JUNCTION SC277              | JUNCTION OF SC277 I20              | **           | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007990804 | SCR000766675 | SCDOT JUNCTION SC277              | JUNCTION OF SC277 I20              | **           | COLUMBIA | SC    | RCRA-NonGen                 |
| 29201 | 1000914336 | 110002244526 | ESTES EXPRESS LINES               | 1112 KEY RD                        |              | COLUMBIA | SC    | RCRA-CESQG, FINDS, LUST,    |
|       |            |              |                                   |                                    |              |          |       | UST                         |
| 29201 | 2010104617 |              | 1112 KEY RD                       | 1112 KEY RD                        |              | COLUMBIA | SC    | HMIRS                       |
| 29201 | 2009054154 |              | 1112 KEY RD                       | 1112 KEY RD                        |              | COLUMBIA | SC    | HMIRS                       |
| 29201 | 2010105556 |              | 1112 KEY ROAD                     | 1112 KEY ROAD                      |              | COLUMBIA | SC    | HMIRS                       |
| 29201 | 2010107002 |              | 1112 KEY ROAD                     | 1112 KEY ROAD                      |              | COLUMBIA | SC    | HMIRS                       |
| 29201 | 2010108689 |              | 1112 KEY ROAD                     | 1112 KEY ROAD                      |              | COLUMBIA | SC    | HMIRS                       |
| 29201 | 2011000919 |              | 1112 KEY ROAD                     | 1112 KEY ROAD                      |              | COLUMBIA | SC    | HMIRS                       |
| 29201 | 1006169697 | 110007183092 | ENVIROSPEC INCORPORATED           | 1112 KEY ROAD                      |              | COLUMBIA | SC    | FINDS                       |
| 29201 | S108951921 |              | STATE PRINTING RR DONNELLEY COMP  | 1210 KEY RD                        |              | COLUMBIA | SC    | AIRS                        |
| 29201 | U003525613 | 7465         | MOORE WALLACE STATE PRINTING CO   | 1210 KEY RD                        |              | COLUMBIA | SC    | UST                         |
| 29201 | 1007371653 | 110002243670 | SERVICE PRINTING CO               | 1351 KEY RD                        |              | COLUMBIA | SC    | RCRAInfo-SQG, FINDS         |
| 29201 | 1007450751 | 110017874816 | SERVICE PRINTING CO               | 1351 KEY RD                        |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1006538560 |              | READY MIX CONCRETE COLUMBIA PLAN  | 1400 KEY RD                        |              | COLUMBIA | SC    |                             |
| 29201 | 1017426896 | 29201RDYMX14 | READY MIXED CONCRETE CO           | 1400 KEY RD                        |              | COLUMBIA | SC    | TRIS                        |
| 29201 | S108282623 |              | READY MIX CONCRETE COLUMBIA PLAN  | 1400 KEY RD                        |              | COLUMBIA | SC    | AIRS                        |
| 29201 | 1017384469 | 110062725074 | BASS PALLETS                      | 1501 KEY RD                        |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007235392 | 110017068091 | LN TECHNOLOGIES CORP              | 1501 KEY RD                        |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1017384257 | 110062721835 | RIDAN COMPOSITES LLC              | 1505 KEY RD UNIT B                 |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1000835420 | 110002244054 | MAC KOHN PRINTING                 | 1601 KEY RD                        |              | COLUMBIA | SC    | RCRA-CESQG, FINDS           |
| 29201 | 1000216304 | SCD982122301 | MODERN TECHNOLOGY INC.            | KEY ST.                            |              | COLUMBIA | SC    | RCRA-NonGen                 |
| 29201 | 1016240511 | 110007834442 | MODERN TECHNOLOGY INC.            | KEY ST.                            | **           | COLUMBIA | SC    | FINDS                       |
| 29201 | 1015161747 |              |                                   | 1123 KINARD CT                     |              | COLUMBIA | SC    |                             |
| 29201 | S116230431 |              | CDA ARCHITECTS                    | 1122 LADY ST.                      |              | COLUMBIA | SC    | SWRCY                       |
| 29201 | 1007835702 | 110019996922 | PALMETTO NEIGHBORHOOD DEV LLC     | 1213 LADY ST                       |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007225567 | 110016966602 | WALTER TAYLOR & COMPANY INC       | 1213 LADY ST 3RD FL                |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007837663 | 110020016542 | PALMETTO TRADITIONAL HOMES LLC    | 1213 LADY ST STE 204               |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1008230870 | 110020998321 | KB HOME OF SOUTH CAROLINA         | 1213 LADY ST STE 204               |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1008202824 | 110020997064 | PENINSULA NEIGHBORHOOD DEV LLC    | 1213 LADY ST STE 300               |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007835450 | 110019994407 | WP PROPERTIES INC                 | 1213 LADY ST STE 300               |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007834542 | 110019985328 | WESCOTT PLANTATION LLC            | 1213 LADY ST STE 300               |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007241957 | 110017136543 | HOMESTEAD ASSOCIATES INC          | 1310 LADY ST STE 700               |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1014623750 |              | SOUTH CAROLINA ELECTRIC & GAS COM | 1321 LADY ST                       |              | COLUMBIA | SC    | PCB TRANSFORMER             |
| 29201 | S117667481 |              | 1321 LADY ST                      | 1321 LADY ST                       |              | COLUMBIA | SC    | SHWS                        |
| 29201 | 1014629598 |              | SOUTH CAROLINA ELECTRIC & GAS COM | 1321 LADY ST                       |              | COLUMBIA | SC    | PCB TRANSFORMER             |
| 29201 | 1007835575 | 110019995656 | CP DEVELOPMENT CO INC             | 1321 LADY ST                       |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007259704 | 110017327748 | PALMETTO IMAGING INC              | 1331 LADY ST                       |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007259548 | 110017326062 | MRI OF COLUMBIA                   | 1331 LADY ST                       |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1005790255 | 110002237384 | WASHINGTON PARK SD/C W HAYNES     | 500 LADY ST                        |              | COLUMBIA | SC    | FINDS                       |
| 29201 | 1007238911 | 110017104676 | COLUMBIA CIGAR & CANDY CO         | 522 LADY ST                        |              | COLUMBIA | SC    | FINDS                       |
| 29201 | U003970319 | 7486         | C K SUPPLY                        | 615 LADY ST                        |              | COLUMBIA | SC    | UST                         |
| 29201 | 1007258344 | 110017313691 | NBJ MARINA LLC                    | 717 LADY ST STE H                  |              | COLUMBIA | SC    | FINDS                       |



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| ZIP   | EDR-ID     | Facility ID  | Name                                | Address                       | Map/Dir/Dist | City     | State | Databases                     |
|-------|------------|--------------|-------------------------------------|-------------------------------|--------------|----------|-------|-------------------------------|
| 29201 | S113913041 |              | FUSS & ONEILL, INC.                 | 717 LADY ST.                  |              | COLUMBIA | SC    | SWRCY                         |
| 29201 | 1007836125 | 110020001157 | CONGAREE PARK PARTNERSHIP LLC       | 912 LADY ST                   |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 94413111   |              |                                     | LAKE MURRY                    | **           | COLUMBIA | SC    | ERNS                          |
| 29201 | 1010345012 | 110030906535 | SINGLE FAMILY HOMES                 | 243 LANCER DRIVE              |              | COLUMBIA | SC    | ICIS, FINDS                   |
| 29201 | 1004779918 | SC6471400006 | US GENERAL SERVICES ADM COLUMBIA    | 1100 LAUREL ST                |              | COLUMBIA | SC    | RCRA-CESQG                    |
| 29201 | 1005790045 | 110002242957 | US GENERAL SERVICES ADM COLUMBIA    | 1100 LAUREL ST                |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007238788 | 110017103418 | COLUMBIA CITY OF                    | 1225 LAUREL ST                |              | COLUMBIA | SC    | FINDS                         |
| 29201 | S113913001 |              | AMERICAN DOCUMENT SHREDDING         | 1305 LAUREL ST.               |              | COLUMBIA | SC    | SWRCY                         |
| 29201 | 1017780629 | SCR000778738 | DRUG ENFORCEMENT ADMINISTRATION     | 1410 LAUREL STREET            |              | COLUMBIA | SC    | RCRAInfo-SQG                  |
| 29201 | 1000178644 | 110002244161 | HANCOCK BUICK                       | 1750 LAUREL ST                |              | COLUMBIA | SC    | RCRA-NonGen, FINDS            |
| 29201 | U003522080 | 7519         | HANCOCK BUICK CO                    | 1750 LAUREL ST                |              | COLUMBIA | SC    | LUST, UST                     |
| 29201 | 1007243492 | 110017152668 | PETERSON & PLANTE MD PA             | 1750 LAUREL ST STE 1          |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007228819 | 110017000109 | COLUMBIA CITY OF BUREAU OF FIRE PRI | 1800 LAUREL ST                |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007228856 | 110017000476 | COLUMBIA FIRE DEPT                  | 1800 LAUREL ST                |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1004781221 | SCR000761239 | CITY OF COLUMBIA WATER PLANT        | 300 LAUREL ST                 |              | COLUMBIA | SC    | RCRA-CESQG                    |
| 29201 | 1001197950 | SCR000005074 | CITY OF COLA CANAL WATER TREATMEN   | 300 LAUREL ST                 |              | COLUMBIA | SC    | RCRA-NonGen                   |
| 29201 | 1011820505 |              | COLUMBIA CANAL WATER TREATMENT P    | 300 LAUREL STREET             |              | COLUMBIA | SC    | RMP                           |
| 29201 | A100177713 | 1623         | COLUMBIA WATER PLANT - COLA. CANAL  | 300 LAUREL STREET             |              | COLUMBIA | SC    | AST                           |
| 29201 | 1016117645 | 110000535127 | COLUMBIA CANAL WATER TREATMENT P    | 300 LAUREL STREET             |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1005678383 | 110002371326 | BELLSOUTH:COLUMBIA-LAUREL ST        | 400 LAUREL ST                 |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1004779739 | SC0000328922 | BST CLMASCCD 90987                  | 400 LAUREL ST                 |              | COLUMBIA | SC    | RCRA-CESQG                    |
| 29201 | 1007246068 | 110017179391 | MUNSFORDS INC                       | LAUREL ST                     | **           | COLUMBIA | SC    | FINDS                         |
| 29201 | U003523774 | 7867         | MUNSFORDS INC                       | LAUREL ST                     | **           | COLUMBIA | SC    | UST                           |
| 29201 | U003525145 | 7620         | SHELL SERVICE STATION               | 101 LEESBURG RD               | **           | COLUMBIA | SC    | UST                           |
| 29201 | 1015470144 |              |                                     | 4008 LEESBURG RD              |              | COLUMBIA | SC    |                               |
| 29201 | 1015111672 |              |                                     | LEXINGTON PL                  | **           | COLUMBIA | SC    | EDR Historical Cleaners       |
| 29201 | S110824218 |              | NORFOLK SOUTHERN (BEN ARNOLD COM    | 1101 LINCOLN ST               |              | COLUMBIA | SC    | SHWS                          |
| 29201 | 1000835366 | 110002243830 | NORFOLK SOUTHERN RAILWAY CO         | 1101 LINCOLN ST               |              | COLUMBIA | SC    | RCRA-NonGen, FINDS            |
| 29201 | 1015185254 |              |                                     | 1217 LINCOLN ST               |              | COLUMBIA | SC    |                               |
| 29201 | 1016354795 | 110040823106 | LINCOLN ST. PROPERTY                | 1231 LINCOLN ST.              |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS         |
| 29201 | 1007231511 | 110017027910 | COLUMBIA CITY OF                    | 1409 LINCOLN ST               |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007231960 | 110017032520 | COLUMBIA CITY JAIL                  | 1430 LINCOLN ST               |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007228864 | 110017000555 | R E CENTER                          | 1431 LINCOLN ST               |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007258600 | 110017316386 | KAREN NICKLES                       | 2329 LINCOLN ST               |              | COLUMBIA | SC    | FINDS                         |
| 29201 | S113669401 |              |                                     | 3012 LINCOLN ST               |              | COLUMBIA | SC    |                               |
| 29201 | 1007232333 | 110017036367 | JEAN BLOUNT PROPERTY                | 403 LINCOLN ST                |              | COLUMBIA | SC    | FINDS                         |
| 29201 | U004017725 | 15081        | WALLACE CONCRETE PIPE CO            | LINCOLN & CATAWBA ST          |              | COLUMBIA | SC    | UST                           |
| 29201 | 1008408827 |              | PINTSCH GAS WORKS                   | LINCOLN STREET                |              | COLUMBIA | SC    | Manufactured Gas Plants       |
| 29201 | 1003869739 | SC0001018100 | DIVEX/LITTLETON                     | LITTLETON RD                  | **           | COLUMBIA | SC    | CERCLIS-NFRAP, SHWS           |
| 29201 | 1005792340 | 110002312729 | LONGRIDGE PRESBYTERIAN CAMP         | LONGRIDGE CAMP 1324 MARION ST |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1006583069 | 110002371371 | SCE&G LUCIUS RD                     | 3307 LUCIUS RD                |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1012109460 | 110038911087 | VEOLIA TRANSPORTATION               | 3613 LUCIUS RD                |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1012188322 | SCR000770826 | VEOLIA TRANSPORTATION               | 3613 LUCIUS RD                |              | COLUMBIA | SC    | RCRA-CESQG                    |
| 29201 | 1015459011 |              |                                     | 3808 LUCIUS RD                |              | COLUMBIA | SC    |                               |
| 29201 | 1000174957 | 110002191244 | PEACH AUTO PAINTING & COLLISION INC | 3808 LUCIUS RD                |              | COLUMBIA | SC    | RCRA-NonGen, FINDS            |
| 29201 | U003520169 | 11747        | COLUMBIA CITY OF                    | LUCUIS RD                     |              | COLUMBIA | SC    | UST                           |
| 29201 | 1007238790 | 110017103436 | COLUMBIA CITY OF                    | LUCUIS RD                     | **           | COLUMBIA | SC    | FINDS                         |
| 29201 | 1015179163 |              |                                     | 1200 MAIN ST                  |              | COLUMBIA | SC    |                               |
| 29201 | 1014623757 |              | SOUTH CAROLINA ELECTRIC & GAS COM   | 1200 MAIN ST                  |              | COLUMBIA | SC    | PCB TRANSFORMER               |
| 29201 | 1014629590 |              | SOUTH CAROLINA ELECTRIC & GAS COM   | 1200 MAIN ST                  |              | COLUMBIA | SC    | PCB TRANSFORMER               |
| 29201 | 1015179959 |              |                                     | 1201 MAIN ST                  |              | COLUMBIA | SC    |                               |
| 29201 | 1007234563 | 110017059430 | CAPITOL CENTER                      | 1201 MAIN ST                  |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007235457 | 110017068787 | SC WATER RESOURCES COMMISSION       | 1201 MAIN ST ; STE 1100       |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007234562 | 110017059421 | PARKWAY PROPERTIES LP               | 1201 MAIN ST STE 1540         |              | COLUMBIA | SC    | FINDS                         |
| 29201 | S113913048 |              | GREEN4LIFE                          | 1201 MAIN ST.                 |              | COLUMBIA | SC    | SWRCY                         |
| 29201 | 1007152463 | 110016672876 | ALLTEL                              | 1201 MAIN STREET SUITE 2600   |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1016358860 | 110043637400 | BRENNAN BUILDING                    | 1210-1214 MAIN STREET         |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS         |
| 29201 | 1016354793 | 110040823080 | ROADWAY INN                         | 1301 MAIN ST.                 |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS         |
| 29201 | 1004779979 | SCD036125201 | ZIP KLEEN                           | 1320 MAIN ST                  |              | COLUMBIA | SC    | DRYCLEANERS, RCRA-CESQG, SHWS |
| 29201 | S113913026 |              | DICKSON, W. K.                      | 1320 MAIN ST.                 |              | COLUMBIA | SC    | SWRCY                         |
| 29201 | 1007259261 | 110017323154 | BACK ON MAIN STREET                 | 1332 MAIN ST #55              |              | COLUMBIA | SC    | FINDS                         |
| 29201 | U003522451 | 11507        | IBM BUILDING                        | 1333 MAIN ST                  |              | COLUMBIA | SC    | LUST, UST                     |
| 29201 | 1007233059 | 110017043821 | IBM BUILDING                        | 1333 MAIN ST                  |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007243860 | 110017156414 | SUMTER ASSOCIATES                   | 1338 MAIN ST STE 900          |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007835487 | 110019994773 | STANDARD CORPORATION                | 1400 MAIN ST                  |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007233058 | 110017043812 | SCN BUILDING                        | 1401 MAIN ST                  |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007832972 | 110019969612 | ESTATES INCORPORATED                | 1401 MAIN ST STE 650          |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007838357 | 110020023482 | ESTAES PROPERTIES LLC               | 1401 MAIN ST STE 650          |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007834487 | 110019984766 | LANDTECH COLUMBIA LLC               | 1401 MAIN ST STE 825          |              | COLUMBIA | SC    | FINDS                         |
| 29201 | 1007835933 | 110019999233 | PARKWEST DEVELOPMENT INC            | 1401 MAIN ST STE 825          |              | COLUMBIA | SC    | FINDS                         |

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| ZIP   | EDR-ID     | Facility ID  | Name                              | Address                | Map/Dir/Dist       | City     | State | Databases                                  |
|-------|------------|--------------|-----------------------------------|------------------------|--------------------|----------|-------|--------------------------------------------|
| 29201 | U004155538 |              | HUB AT COLUMBIA                   | 1426 MAIN ST           |                    | COLUMBIA | SC    | UST                                        |
| 29201 | 99620530   |              |                                   | 1426 MAIN ST.          |                    | COLUMBIA | SC    | ERNS                                       |
| 29201 | 1016358878 | 110043637632 | FORMER MCCORYS STORE BUILDING     | 1556 MAIN STREET       |                    | COLUMBIA | SC    | US BROWNFIELDS, FINDS                      |
| 29201 | 1014629604 |              | SOUTH CAROLINA ELECTRIC & GAS COM | 1601 MAIN ST           |                    | COLUMBIA | SC    | PCB TRANSFORMER                            |
| 29201 | 1014623638 |              | SOUTH CAROLINA ELECTRIC & GAS COM | 1601 MAIN ST           |                    | COLUMBIA | SC    | PCB TRANSFORMER                            |
| 29201 | 1016354792 | 110040823071 | LOURIES BLDG                      | 1601 MAIN ST.          |                    | COLUMBIA | SC    | US BROWNFIELDS, FINDS                      |
| 29201 | 1016356041 | 110041720279 | FORMER FOX THEATER                | 1607 MAIN STREET       |                    | COLUMBIA | SC    | US BROWNFIELDS, FINDS                      |
| 29201 | 1015001596 |              |                                   | 1637 MAIN ST           |                    | COLUMBIA | SC    | EDR Historical Cleaners                    |
| 29201 | 1004780076 | 110002245464 | 60 MINUTE VALET                   | 1637 MAIN ST           |                    | COLUMBIA | SC    | DRYCLEANERS, RCRA-CESQG, SHWS, FINDS       |
| 29201 | 1007233991 | 110017053604 | RICHLAND COUNTY JUDICIAL CENTER   | 1701 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1007243857 | 110017156389 | RICHLAND COUNTY ADMINISTRATION    | 1701 MAIN ST STE 406   |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1016359088 | 110043692117 | LAW RANGE BUILDING                | 1712-1716 MAIN STREET  |                    | COLUMBIA | SC    | US BROWNFIELDS, FINDS                      |
| 29201 | 1015270452 |              |                                   | 1728 MAIN ST           |                    | COLUMBIA | SC    |                                            |
| 29201 | 1007239475 | 110017110482 | COLUMBIA CITY OF                  | 1737 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1007258691 | 110017317349 | CONGAREE GIRL SCOUTS              | 1813 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1007835676 | 110019996664 | AVANT - THE PRESERVE              | 1901 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1007829225 | 110019932144 | CREEK ASSOCIATES LLC              | 1901 MAIN ST STE 600   |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1016297932 | 110011792998 | METAL PLATING COMPANY             | 1906 MAIN STREET       |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1004592898 |              | METAL PLATING COMPANY             | 1906 MAIN STREET       |                    | COLUMBIA | SC    | FTTS                                       |
| 29201 | 1015308724 |              |                                   | 2024 MAIN ST           |                    | COLUMBIA | SC    |                                            |
| 29201 | 1005790031 | 110002244152 | HAMPTON PONTIAC JAGUAR INCORPOR   | 2024 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | U003522071 | 7419         | HAMPTON PONTIAC JAGUAR INC        | 2024 MAIN ST           |                    | COLUMBIA | SC    | LUST, UST                                  |
| 29201 | S109546065 |              | SALVATION ARMY PROPERTY           | 2025 MAIN ST           | 19, South, 1/2 - 1 | COLUMBIA | SC    | BROWNFIELDS, VCP, ALLSITES, RCR, AUL, SHWS |
| 29201 | 1015333778 |              |                                   | 2202 MAIN ST           |                    | COLUMBIA | SC    |                                            |
| 29201 | 1015333904 |              |                                   | 2203 MAIN ST           |                    | COLUMBIA | SC    |                                            |
| 29201 | 1004779977 | 110002244134 | JIM MOORE CADILLAC INCORPORATED   | 2222 MAIN ST           |                    | COLUMBIA | SC    | RCRA-CESQG, FINDS                          |
| 29201 | 1000124562 | 7555         | JIM MOORE CADILLAC INC            | 2222 MAIN ST           |                    | COLUMBIA | SC    | UST                                        |
| 29201 | S107599666 |              | FMR ED ROBINSON LAUNDRY & DRY CLE | 2231 MAIN ST           | F, SSE, 1/4 - 1/2  | COLUMBIA | SC    | DRYCLEANERS, SHWS                          |
| 29201 | 1015345381 |              |                                   | 2307 MAIN ST           |                    | COLUMBIA | SC    |                                            |
| 29201 | 1007238855 | 110017104113 | G F SAULS PROPERTY                | 2327 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1015347964 |              |                                   | 2329 MAIN ST           |                    | COLUMBIA | SC    |                                            |
| 29201 | 1007235298 | 110017067118 | CARDINAL HEALTH                   | 2501 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1016356043 | 110041720359 | 2510 NORTH MAIN STREET            | 2510 NORTH MAIN STREET | D, SSE, 1/8 - 1/4  | COLUMBIA | SC    | US BROWNFIELDS, FINDS                      |
| 29201 | 1015364727 |              |                                   | 2511 MAIN ST           | D, SSE, 1/8 - 1/4  | COLUMBIA | SC    |                                            |
| 29201 | U003519050 | 17991        | ARNOLDS PROFESSIONAL CLEANERS     | 2601 MAIN ST           | B, SSE, 0 - 1/8    | COLUMBIA | SC    | DRYCLEANERS, SHWS, SPILLS, UST             |
| 29201 | 1000449050 | SCD987572237 | ARNOLD'S CLEANERS                 | 2601 N MAIN STREET     | B, SSE, 0 - 1/8    | COLUMBIA | SC    | RCRA-NonGen                                |
| 29201 | 1007239496 | 110017110721 | COLUMBIA FIRE DEPT N COLUMBIA     | 2622 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1007236132 | 110017075840 | FORMER COMMERCIAL WAREHOUSE       | 2695 NORTH MAIN STREET |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1007225812 | 110016969084 | LIL CRICKET 327                   | 2715 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | U003930634 | 18948        | CRICKET 3879                      | 2715 MAIN ST           | A, East, 0 - 1/8   | COLUMBIA | SC    | UST                                        |
| 29201 | 1015380916 |              |                                   | 2720 MAIN ST           | A, ESE, 0 - 1/8    | COLUMBIA | SC    |                                            |
| 29201 | 1007227458 | 110016986127 | TAYLOR SITE                       | 2730 MAIN ST           |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1016185083 | 110002245099 | CARQUEST AUTO PARTS OF COLUMBIA   | 3100 N MAIN ST         | **                 | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1004780454 | SCD987578457 | CARQUEST AUTO PARTS OF COLUMBIA   | 3100 NORTH MAIN STREET |                    | COLUMBIA | SC    | RCRA-CESQG                                 |
| 29201 | 1004781317 | SCR000762252 | PALMETTO WOOD DESIGNS             | 3527B N MAIN ST        | **                 | COLUMBIA | SC    | RCRA-NonGen                                |
| 29201 | U003807497 | 18761        | FORMER ACTION TRANSMISSION        | 4711 N MAIN ST         |                    | COLUMBIA | SC    | GWCI, LUST, UST                            |
| 29201 | 1007259883 | 110017329611 | FORMER ACTION TRANSMISSION        | 4713 N MAIN ST         |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | U004018089 | 17180        | ARDEN FACILITY GLC 91252          | 6001 N MAIN ST         |                    | COLUMBIA | SC    | UST                                        |
| 29201 | U003519695 |              | FMR SUNSHINE LAUNDRY AND CLEANER  | 601 MAIN ST            |                    | COLUMBIA | SC    | DRYCLEANERS, SHWS                          |
| 29201 | U000483466 | 7896         | BRANTLEY WHOLESALE MEATS          | 611 MAIN ST            |                    | COLUMBIA | SC    | UST                                        |
| 29201 | 1007231667 | 110017029507 | BERT A BRANTLEY WHOLESALE MEATS   | 611 MAIN ST            |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1010038121 | 110028247494 | DPC FOOD MART                     | 621 S. MAIN STREET     |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | S105621467 |              | FMR PATRONES CLEANERS             | 633 MAIN ST            |                    | COLUMBIA | SC    | DRYCLEANERS, SHWS                          |
| 29201 | 1015623755 |              |                                   | 746 MAIN ST            |                    | COLUMBIA | SC    |                                            |
| 29201 | 1001405331 | 110002244731 | CROWSON STONE PRINTING CO         | 819 MAIN ST            |                    | COLUMBIA | SC    | RCRA-NonGen, FINDS                         |
| 29201 | 1008231271 | 110020998526 | SCB&CB/GENERAL SERVICES DIVISION  | 915 MAIN ST            |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1007228998 | 110017001929 | SC OFFICE OF GENERAL SERVICES     | 921 MAIN ST            |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | U003519649 | 12368        | BUILDING SERVICES                 | 921 MAIN ST            |                    | COLUMBIA | SC    | UST                                        |
| 29201 | 1005791322 | 110002186410 | SC FIRE ACADEMY                   | 921 MAIN STREET        |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1015137189 |              |                                   | 1041 MARION ST         |                    | COLUMBIA | SC    |                                            |
| 29201 | 1007256281 | 110017292053 | BAPTIST MED CTR PARKING DECK      | 1430 MARION ST         |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | U003519187 | 18055        | PALMETTO HEALTH BAPTIST MED CTR P | 1430 MARION ST         |                    | COLUMBIA | SC    | UST                                        |
| 29201 | 1007234046 | 110017054168 | CAROLINA CHIROPRACTIC DR NORTON   | 1722-A MARION ST       |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | U001539588 | 14172        | FLEET GUARD                       | 1044 MARKET ST         |                    | COLUMBIA | SC    | LUST, UST                                  |
| 29201 | 1006931472 | SCR000764662 | FLEETGUARD MAINTENANCE            | 1044 MARKET ST         |                    | COLUMBIA | SC    | RCRA-CESQG                                 |
| 29201 | 1007081569 | 110015587523 | FLEETGUARD MAINTENANCE            | 1044 MARKET ST         |                    | COLUMBIA | SC    | FINDS                                      |
| 29201 | 1014629651 |              | SOUTH CAROLINA ELECTRIC & GAS COM | 718 MARYLAND DR        |                    | COLUMBIA | SC    | PCB TRANSFORMER                            |
| 29201 | 1014623735 |              | SOUTH CAROLINA ELECTRIC & GAS COM | 718 MARYLAND DR        |                    | COLUMBIA | SC    | PCB TRANSFORMER                            |

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| ZIP   | EDR-ID     | Facility ID  | Name                                | Address                              | Map/Dir/Dist | City        | State | Databases                                                           |
|-------|------------|--------------|-------------------------------------|--------------------------------------|--------------|-------------|-------|---------------------------------------------------------------------|
| 29201 | 1007990798 | SCR000766618 | PINNACLE COMPOSITES                 | 2 MAUNEY CT                          |              | COLUMBIA    | SC    | RCRA-NonGen                                                         |
| 29201 | 1000891159 | 110002243867 | OHM REMEDIATION SERVICES CORPORA    | 725 MAUNEY DR                        |              | COLUMBIA    | SC    | RCRA-NonGen, FINDS                                                  |
| 29201 | 1000306119 | 110012707348 | SMI REBAR SOUTH CAROLIINA           | 727 MAUNEY DR,                       |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007115461 | SCD980839823 | NEXEO SOLUTIONS LLC                 | 729 MAUNEY DR                        |              | COLUMBIA    | SC    | CORRACTS, AIRS, RCRAInfo-LQG, RCRAInfo-TSDF                         |
| 29201 | 1000276787 |              | NEXEO SOLUTIONS LLC                 | 729 MAUNEY DR                        |              | COLUMBIA    | SC    |                                                                     |
| 29201 | 1016119607 | 110000352476 | ASHLAND DISTRIBUTION COMPANY        | 729 MAUNEY DR.                       |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007229213 | 1512         | ASHLAND CHEMICAL                    | 729 MAUNEY DRIVE                     |              | COLUMBIA    | SC    | AST                                                                 |
| 29201 | U003519189 | 7848         | BARBARA A KEMMERLIN                 | 215 MONTICELLO RD                    | **           | COLUMBIA    | SC    | UST                                                                 |
| 29201 | 1007231920 | 110017032110 | BARBARA A KEMMERLIN                 | 215 MONTICELLO RD                    | **           | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007836111 | 110020001013 | RICHLAND WRECKING CO INC            | 5401 MONTICELLO RD                   |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | U003523637 | 7906         | MINI MART                           | 6101 MONTICELLO RD                   |              | COLUMBIA    | SC    | GWCI, LUST, SPILLS, UST                                             |
| 29201 | U003714873 | 16549        | MONTICELLO STOP N SHOP              | 8700 MONTICELLO RD                   |              | COLUMBIA    | SC    | GWCI, RCR, LUST, UST                                                |
| 29201 | 1004593996 | 110001673859 | SC ARMY NATIONAL GUARD              | 1 NATIONAL GUARD ROAD                |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1004781140 | 110002235858 | SCE&G FLEET MAINTENANCE FACILITY    | 5 NATIONAL GUARD RD                  |              | COLUMBIA    | SC    | RCRA-CESQG, FINDS                                                   |
| 29201 | 1012098465 | 110038771521 | MISSISSIPPI LIME                    | NOT AVAILABLE                        | **           | ST MATTHEWS | SC    | FINDS                                                               |
| 29201 | 1012117620 | 110039003761 | MECKLENBURG PAVING                  | NOT GIVEN                            | **           | CHARLOTTE   | NC    | FINDS                                                               |
| 29201 | 96495638   |              |                                     | 2 NOTCH ROAD AND HORSESHOE CIRCLI    | **           | COLUMBIA    | SC    | ERNS                                                                |
| 29201 | 1007238097 | 110017096284 | KINGS MOUNTAIN STATE PARK           | 14 MI NW OF YORK ON SC 161           | **           | BLACKSBURG  | SC    | FINDS                                                               |
| 29201 | 1000835558 | SCD987596368 | INDUSTRIAL CONTAINER RECYCLING      | 360 OASEE ST                         |              | BLACKSBURG  | SC    | RCRA-NonGen                                                         |
| 29201 | 1015209175 |              |                                     | 1330 OLD DAIRY DR                    |              | COLUMBIA    | SC    |                                                                     |
| 29201 | 1007115736 | SCD982116204 | WESTINGHOUSE AIR BRAKE COMPANY      | 1330 OLD DAIRY RD                    |              | COLUMBIA    | SC    | RCRA-NonGen                                                         |
| 29201 | 1016203489 | 110004939684 | GREGORY POOLE EQUIPMENT COMPAN'     | 1340-C OLD DAIRY RD                  |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1000236422 | SCD982082885 | GREGORY POOLE EQUIPMENT COMPAN'     | 1340C OLD DAIRY RD                   |              | COLUMBIA    | SC    | RCRA-CESQG                                                          |
| 29201 | 1000363458 | 110002244900 | CLARKE CHECKS INC.                  | 1414 OLD DAIRY ROAD                  |              | COLUMBIA    | SC    | RCRA-NonGen, FINDS                                                  |
| 29201 | 1007232478 | 110017037829 | CORNER PANTRY OFFICE                | 1422 OLD DAIRY RD                    |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | U003982759 | 12267        | CORNER PANTRY OFFICE                | 1422 OLD DAIRY RD                    |              | COLUMBIA    | SC    | UST                                                                 |
| 29201 | 1004780606 | 110002245080 | CAROLINA TRUCK & EQUIPMENT          | 1515 OLD DAIRY RD                    |              | COLUMBIA    | SC    | RCRA-NonGen, FINDS                                                  |
| 29201 | 1015551483 |              |                                     | 5531 OLD BUSH RIVER RD               | **           | COLUMBIA    | SC    |                                                                     |
| 29201 | 1007226769 | 110016979091 | TOTAL COMFORT SERVICE CENTER        | 5636 OLD BUSH RIVER RD               | **           | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1015160795 |              |                                     | 1120 OLYMPIA AVE                     |              | COLUMBIA    | SC    |                                                                     |
| 29201 | 1000298815 | SCD037398120 | PALMETTO RECYCLING INC              | 0.5 MI ON KOON RD FROM INT US 21 @ N |              | COLUMBIA    | SC    | CERCLIS, US ENG CONTROLS, RCRA-NonGen, SHWS, DELISTED NPL, ROD, PRP |
| 29201 | S105528198 |              | POLYMER EQUIPMENT SITE              | S-1790 ONE MILE FROM INT OF S-69     | **           | COLUMBIA    | SC    | SHWS                                                                |
| 29201 | 1005827477 | 110012165281 | THE OYSTER BAR                      | 1123 PARK STREET                     |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007835966 | 110019999563 | FIRST CITIZENS BANK                 | 1314 PARK ST                         |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1008009722 | 110002260035 | GADSDEN SCHOOL                      | 201 PARK ST                          |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007228873 | 110017000644 | RICHLAND COUNTY SCHOOL DISTRICT 1   | 201 PARK ST                          |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007229030 | 110017002241 | SC DEPT OF MENTAL HEALTH            | PARKER BUILDING                      | **           | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | U003524886 | 17191        | SC DEPT OF MENTAL HEALTH            | PARKER BUILDING                      | **           | COLUMBIA    | SC    | UST                                                                 |
| 29201 | 1000187490 | SCD980803449 | SC OFFICE OF GENERAL SERVICES HAYT  | 8231 PARKLANE RD                     |              | COLUMBIA    | SC    | AIRS, RCRAInfo-SQG                                                  |
| 29201 | 1003868405 | SCD000640888 | RICHLAND COUNTY LANDFILL            | 6.0 MI PAST I-20 ON HWY 215N         | **           | COLUMBIA    | SC    | CERCLIS-NFRAP, RCRA-NonGen, SHWS                                    |
| 29201 | 1007833940 | 110019979255 | LANDTECH MYRTLE BEACH LLC           | PAT TOMLIN MANAGER                   | **           | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007258877 | 110017319249 | BARRACUDA                           | 4038 PAVILLION TOWERS                | **           | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | U003519428 | 9735         | BLATT GRESSETTE BUILDINGS           | 1105 PENDLETON ST & ASSEMBLY ST      |              | COLUMBIA    | SC    | UST                                                                 |
| 29201 | 1007239144 | 110017107058 | BLATT GRESSETTE BUILDINGS           | 1105 PENDLETON ST & ASSEMBLY ST      | **           | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007835767 | 110019997574 | SC DPRT SANTEE STATE PARK           | 1205 PENDLETON ST                    |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | U004019452 | 782          | SC DEPT OF PARKS RECREATION & TOUI  | 1205 PENDLETON ST                    |              | COLUMBIA    | SC    | LUST, UST                                                           |
| 29201 | 1007235501 | 110017069241 | SCPRT COLUMBIA                      | 1205 PENDLETON ST                    |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007244786 | 110017166074 | SC PARKS RECREATION & TOURISM KINC  | 1205 PENDLETON ST RM 255             |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1017269071 | 110052381962 | SCPRT-JIM RAMPEY REC (0170901)-PLAN | 1205 PENDLETON ST ROOM 255           |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007224781 | 110016958452 | SC PARKS RECREATION & TOURISM HUN   | 1205 PENDLETON ST STE 110            |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007224741 | 110016958050 | SC PARKS RECREATION & TOURISM SAN   | 1205 PENDLETON ST STE 246            |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1008009900 | 110002309617 | SC PARKS RECREATION & TORUISM AIKE  | 1205 PENDLETON ST STE 246            |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007224619 | 110016956819 | SC PARKS RECREATION & TOURISM SAD   | 1205 PENDLETON ST STE 246            |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007228147 | 110016993146 | SC PARKS RECREATION & TOURISM SAD   | 1205 PENDLETON ST STE 246            |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007226629 | 110016977672 | SC PARKS RECREATION & TOURISM TAB   | 1205 PENDLETON ST STE 246            |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007228146 | 110016993137 | SC PARKS RECREATION & TOURISM SAD   | 1205 PENDLETON ST STE 246            |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007236369 | 110017078286 | SC PARKS RECREATION & TOURISM KINC  | 1205 PENDLETON STREET ROOM 255       |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007214703 | 110002309582 | SC PARKS RECREATION & TOURISM BAR   | 1205 PENDLETON STREET SUITE 246      |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1014623778 |              | SOUTH CAROLINA ELECTRIC & GAS COM   | 1230 PENDLETON ST                    |              | COLUMBIA    | SC    | PCB TRANSFORMER                                                     |
| 29201 | 1014629592 |              | SOUTH CAROLINA ELECTRIC & GAS COM   | 1230 PENDLETON ST                    |              | COLUMBIA    | SC    | PCB TRANSFORMER                                                     |
| 29201 | 1007239952 | 110017115478 | DR DANA KAHALY                      | 1226 PICKENS ST                      |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | U003908273 | 18917        | FORMER SINCLAIR OIL SITE            | 1301 PICKENS ST                      |              | COLUMBIA    | SC    | UST                                                                 |
| 29201 | 1007225557 | 110016966498 | JOHN MCGEARY DMD                    | 1315 PICKENS ST                      |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007837638 | 110020016294 | MISTY RIDGE LTD PARTNERSHIP         | 628 PICKENS ST                       |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007837338 | 110020013297 | SYCAMORE RUN LP                     | 628 PICKENS ST                       |              | COLUMBIA    | SC    | FINDS                                                               |
| 29201 | 1007837425 | 110020014161 | WILLOW TRACE LP                     | 628 PICKENS ST                       |              | COLUMBIA    | SC    | FINDS                                                               |

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| ZIP   | EDR-ID     | Facility ID  | Name                               | Address                        | Map/Dir/Dist    | City      | State | Databases                        |
|-------|------------|--------------|------------------------------------|--------------------------------|-----------------|-----------|-------|----------------------------------|
| 29201 | 1007240471 | 110017121041 | PALM MINISTRY                      | 728 PICKENS ST                 |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | U003520796 | 13912        | DISTRIBUTION CONST CO              | 421 PINE VIEW DR               |                 | COLUMBIA  | SC    | LUST, UST                        |
| 29201 | U001120122 | 10007        | CONTAINER CORPORATION OF CAROLIN   | 625 PINEVIEW RD                |                 | COLUMBIA  | SC    | LUST, UST                        |
| 29201 | 1015344276 |              |                                    | 2300 PLATT SPRINGS RD          | **              | COLUMBIA  | SC    |                                  |
| 29201 | 1015356223 |              |                                    | 2418 PLATT SPRINGS RD          | **              | COLUMBIA  | SC    |                                  |
| 29201 | 1004781238 | 110004943385 | SCDOT PLUMBERS RD                  | 133 PLUMBERS RD                |                 | COLUMBIA  | SC    | RCRA-CESQG, FINDS                |
| 29201 | A100168670 | 1367         | SCE&G - INVESTMENT RECOVERY        | 11 POE ST                      |                 | COLUMBIA  | SC    | AST                              |
| 29201 | 1015112033 |              |                                    | NORTH POINT SHOPPING CTR       | **              | COLUMBIA  | SC    | EDR Historical Cleaners          |
| 29201 | 1012073219 | 110038797736 | LONE STAR-PONTIAC QR               | PONTIAC SAND PLANT             | **              | COLUMBIA  | SC    | FINDS                            |
| 29201 | U003524881 | 17185        | SC DEPT OF MENTAL HEALTH           | PRESTON BUILDING               | **              | COLUMBIA  | SC    | GWCI, LUST, UST                  |
| 29201 | 1007239024 | 110017105844 | SC DEPT OF MENTAL HEALTH           | PRESTON BUILDING               | **              | COLUMBIA  | SC    | RCR, FINDS                       |
| 29201 | 1007245918 | 110017177883 | RED DISTRIBUTING CO INC            | 723 PULASKI ST                 |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | S116230749 |              | G W HARRISON                       | 724 PULASKI ST                 |                 | COLUMBIA  | SC    | BROWNFIELDS, VCP, ALLSITES, SHWS |
| 29201 | 1000313581 | 110002191468 | GAINES W HARRISON & SONS INCORPOF  | 724 PULASKI ST                 |                 | COLUMBIA  | SC    | RCRA-NonGen, FINDS               |
| 29201 | U004110963 | 19350        | FORMER COUNTRY STORE               | 201 RABON RD                   |                 | COLUMBIA  | SC    | UST                              |
| 29201 | 1015113723 |              |                                    | RED BANK CROSSING SHOPPING CTR | **              | COLUMBIA  | SC    | EDR Historical Cleaners          |
| 29201 | 1005790258 | 110002237419 | W G SANDERS MIDDLE/FAIRWOLD        | RICH DIST 1 201 PARK ST        | **              | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1007834403 | 110019983918 | ARCADIA HILL COMPANY               | 1500 RICHLAND ST               |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1004595157 |              | RICHLAND COUNTY SCHOOL DISTRICT #: | 1616 RICHLAND RD               |                 | COLUMBIA  | SC    | FTTS                             |
| 29201 | 1016288951 | 110011521889 | RICHLAND COUNTY SCHOOL DISTRICT #: | 1616 RICHLAND RD               |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1009521901 |              | RICHLAND COUNTY SCHOOL DISTRICT #: | 1616 RICHLAND STREET           |                 | COLUMBIA  | SC    | FTTS                             |
| 29201 | U003766178 | 18673        | UST - UNKNOWN 18673                | 1748 RICHLAND ST               |                 | COLUMBIA  | SC    | UST                              |
| 29201 | 1007226617 | 110016977556 | UST - UNKNOWN 18673                | 1748 RICHLAND ST               |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1007834821 | 110019988110 | ASBILL CHRISTOPHER DEVELOPMENT     | 712 RICHLAND ST                |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1007235085 | 110017064898 | MATTHEW J PERRY FEDERAL COURT BLI  | 901 RICHLAND ST                |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | U003853734 | 18814        | MATTHEW J PERRY FEDERAL COURT BLI  | 901 RICHLAND ST                |                 | COLUMBIA  | SC    | UST                              |
| 29201 | 1007234958 | 110017063504 | WOMENS MISSIONARY MISSION          | 907 RICHLAND ST                |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1007234947 | 110017063390 | FUSS & O NEILL INC                 | 1419 RICHLAND ST               |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1015088207 |              |                                    | 7 RILEY CT                     |                 | COLUMBIA  | SC    | EDR Historical Cleaners          |
| 29201 | 1015040265 |              |                                    | 3104 RIVER DR                  |                 | COLUMBIA  | SC    | EDR Historical Cleaners          |
| 29201 | S105621336 |              | FMR LEXINGTON DRY CLEANING         | 3504 RIVER DR                  | 21, NW, 1/2 - 1 | COLUMBIA  | SC    | DRYCLEANERS, SHWS                |
| 29201 | 1007243120 | 110017148807 | NEW CHINA RESTAURANT               | 3530 RIVER DR AT SUNSET BLVD   | **              | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1007256912 | 110017298486 | SIGLER CHIROPRACTIC                | 3531 RIVER DR                  |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1015448346 |              |                                    | 3600 RIVER DR                  |                 | COLUMBIA  | SC    |                                  |
| 29201 | 1007232090 | 110017033832 | HIGGINS 66                         | 3600 RIVER DR                  |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1007232596 | 110017039015 | DAVES AUTO REPAIR                  | 3600 RIVER DR                  |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1004779978 | 110002191315 | MOTORCYCLE SALES SERVICE           | 3620 RIVER DR                  |                 | COLUMBIA  | SC    | RCRA-CESQG, FINDS                |
| 29201 | 1007241052 | 110017127161 | RIVER DRIVE ANIMAL HOSPITAL        | 3701 RIVER DR                  |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1015453797 |              |                                    | 3704 RIVER DR                  |                 | COLUMBIA  | SC    |                                  |
| 29201 | 1007835604 | 110019995941 | JA METZE & SONS INC                | 3705 RIVER DR                  |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1015453937 |              |                                    | 3706 RIVER DR                  |                 | COLUMBIA  | SC    |                                  |
| 29201 | 1015459767 |              |                                    | 3820 RIVER DR                  |                 | COLUMBIA  | SC    |                                  |
| 29201 | 1015469549 |              |                                    | 4000 RIVER DR                  |                 | COLUMBIA  | SC    |                                  |
| 29201 | 1007234710 | 110017060927 | F B SCHUMPERT LUMBER CO INC        | 4120 RIVER DR                  |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1008009850 | 110002309047 | SC PARKS RECREATION & TOURISM WAT  | RIVER RD SEC 101               | **              | WINNSBORO | SC    | FINDS                            |
| 29201 | U003524655 | 16982        | RIVERMONT FACILITY                 | 400 RIVERMONT DR               |                 | COLUMBIA  | SC    | LUST, UST                        |
| 29201 | 1005791328 | 110002186492 | RODDEY PACKING CO INC              | RODDEY PACKING 1602 ANDREWS RD |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1007231810 | 110017031004 | SC DEPT OF MENTAL HEALTH           | RODDEY PAVILLION               | **              | COLUMBIA  | SC    | FINDS                            |
| 29201 | U003524889 | 17265        | SC DEPT OF MENTAL HEALTH           | RODDEY PAVILLION               | **              | COLUMBIA  | SC    | LUST, UST                        |
| 29201 | 1007233137 | 110017044615 | STATE AGRICULTURAL & MECHANICAL    | 1200 ROSEWOOD DR               |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1015184840 |              |                                    | 1215 ROSEWOOD DR               |                 | COLUMBIA  | SC    |                                  |
| 29201 | 1004781229 | 110004943349 | CONNECTING ELEMENTS INC            | 1313 ROSEWOOD DR               |                 | COLUMBIA  | SC    | RCRA-CESQG, FINDS                |
| 29201 | 1015210884 |              |                                    | 1340 ROSEWOOD DR               |                 | COLUMBIA  | SC    |                                  |
| 29201 | U003994074 | 19114        | FORMER GAS STATION                 | 2749 ROSEWOOD DR               |                 | COLUMBIA  | SC    | UST                              |
| 29201 | 1007235260 | 110017066716 | ROSEWOOD SHOPPING CENTER           | 2800 ROSEWOOD DR               |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | 1005611116 | 110001992130 | SLOAN CONSTRUCTION NUMBER 7        | 621 ROSEWOOD DR                |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | S108282160 |              | SLOAN CONSTRUCTION:# 7             | 621 ROSEWOOD DR                |                 | COLUMBIA  | SC    | AIRS                             |
| 29201 | A100168588 | 821          | SLOAN COLUMBIA (AP#7)              | 621 ROSEWOOD DRIVE             |                 | COLUMBIA  | SC    | AST                              |
| 29201 | 1017384477 | 110062725163 | SLOAN CONSTRUCTION COMPANY         | 630 ROSEWOOD AVENUE            |                 | COLUMBIA  | SC    | FINDS                            |
| 29201 | S117361929 |              | BONITZ CONTRACTING COMPANY COLU    | 645 ROSEWOOD DR.               |                 | COLUMBIA  | SC    | SWRCY                            |
| 29201 | 1009396568 | 29202CNSLD65 | CONSOLIDATED SYSTEMS INC           | 650 ROSEWOOD DR                |                 | COLUMBIA  | SC    | TRIS                             |
| 29201 | 1016119608 | 110000352494 | CONSOLIDATED SYSTEMS INC           | 650 ROSEWOOD DRIVE             |                 | COLUMBIA  | SC    | ICIS, FINDS                      |
| 29201 | 1005930024 |              | LINDAU CHEMICALS INC               | 731 ROSEWOOD DR                |                 | COLUMBIA  | SC    | TSCA                             |
| 29201 | 1007089232 |              | LINDAU CHEMICALS INC               | 731 ROSEWOOD DR.               |                 | COLUMBIA  | SC    | TSCA                             |
| 29201 | 92369298   |              |                                    | 731 ROSEWOOD DRIVE             |                 | COLUMBIA  | SC    | ERNS                             |
| 29201 | 1014199760 | 110056728974 | LINDAU CHEMICALS, INC.             | 731 ROSEWOOD DRIVE             |                 | COLUMBIA  | SC    | FINDS, TSCA                      |
| 29201 | 1001957554 |              | LINDAU CHEMICALS INC.              | 731 ROSEWOOD DRIVE             |                 | COLUMBIA  | SC    | TSCA                             |
| 29201 | 2002624035 |              |                                    | 731 ROSEWOOD DRIVE             |                 | COLUMBIA  | SC    | ERNS                             |
| 29201 | 1009323939 | 110024285281 | SHEALY TRUCK RENTAL                | 802 ROSEWOOD ROAD              |                 | COLUMBIA  | SC    | ICIS, FINDS                      |
| 29201 | 1016203498 | 110004940388 | PALMETTO WHOLESALE COMPANY         | 804 ROSEWOOD DR.               |                 | COLUMBIA  | SC    | FINDS                            |

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| ZIP   | EDR-ID     | Facility ID  | Name                                | Address                      | Map/Dir/Dist | City     | State | Databases                                        |
|-------|------------|--------------|-------------------------------------|------------------------------|--------------|----------|-------|--------------------------------------------------|
| 29201 | 1007881229 | SCR000766519 | UNISOURCE WORLDWIDE INC             | 845 ROSEWOOD DR              |              | COLUMBIA | SC    | RCRA-CESQG                                       |
| 29201 | U003526159 | 7484         | UNISOURCE WORLDWIDE INC             | 845 ROSEWOOD DR              |              | COLUMBIA | SC    | UST                                              |
| 29201 | 1007224118 | 110016951501 | GEORGIA PACIFIC CORP                | 847 ROSEWOOD DR              |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1004780295 | SCD982145351 | PALMETTO WHOLESALE COMPANY          | 850 ROSEWOOD DR              |              | COLUMBIA | SC    | RCRA-CESQG                                       |
| 29201 | U003524099 | 7708         | PALMETTO WHOLESALE COMPANY          | 850 ROSEWOOD DR              |              | COLUMBIA | SC    | UST                                              |
| 29201 | 1000276783 | 110002245277 | ASHLAND CHEMICAL COMPANY            | 916 ROSEWOOD DR              |              | COLUMBIA | SC    | RCRA-NonGen, FINDS, SSTS, RAATS                  |
| 29201 | 1007231755 | 110017030416 | GEORGIA PACIFIC CORP                | 917 ROSEWOOD DR              |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1016170182 | 110055616178 | WABTEC GLOBAL SERVICES              | 949 ROSEWOOD DRIVE           |              | COLUMBIA | SC    | RCRAInfo-SQG, FINDS                              |
| 29201 | 1007994160 | 110020792677 | ENRIGHT (REX) ATHLETIC CENTER (USC) | ROSEWOOD DRIVE               | **           | COLUMBIA | SC    | FINDS                                            |
| 29201 | S106630551 |              | RUSHMORE SITE                       | RUSHMORE DR                  | **           | COLUMBIA | SC    | SHWS                                             |
| 29201 | 1010345761 | 110030896546 | READY MIXED CONCRETE COMPANY        | SAM KOON ROAD                | **           | CHAPIN   | SC    | FINDS                                            |
| 29201 | 1015599480 |              |                                     | 6820 SATCHEL FORD RD         | **           | COLUMBIA | SC    |                                                  |
| 29201 | U003524884 | 17188        | SC DEPT OF MENTAL HEALTH            | SAUNDER BUILDING             | **           | COLUMBIA | SC    | UST                                              |
| 29201 | 1007239067 | 110017106282 | SC DEPT OF MENTAL HEALTH            | SAUNDER BUILDING             | **           | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1005792332 | 110002312603 | NOTICE OF PROPOSED REGULATIONS      | SCDHEC 2600 BULL ST          |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1015184119 |              |                                     | 1212 SCOTT ST                |              | COLUMBIA | SC    |                                                  |
| 29201 | 1005792355 | 110002312462 | SC DPRT/TABLE ROCK PACKAGE          | SCPRT 1205 PENDLETON STE 246 | **           | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1007231767 | 110017030540 | SC DEPT OF MENTAL HEALTH            | SECURITY GATE HOUSE          | **           | COLUMBIA | SC    | FINDS                                            |
| 29201 | U003524890 | 17266        | SC DEPT OF MENTAL HEALTH            | SECURITY GATE HOUSE          | **           | COLUMBIA | SC    | LUST, UST                                        |
| 29201 | U003520389 | 7336         | COLUMBIA FIRE DEPT CENTRAL          | 1001 SENATE ST               |              | COLUMBIA | SC    | LUST, UST                                        |
| 29201 | 1007239455 | 110017110286 | COLUMBIA FIRE DEPT CENTRAL          | 1001 SENATE ST               |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1007247640 | 110017195523 | MOTOR VEHICLE MANAGEMENT            | 1022 SENATE ST               |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1006722222 | 110010284520 | SC OFFICE OF GENERAL SERVICES TRAI  | 1401 SENATE ST               |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1016982108 | 110006188605 | SC DEPT OF EDUCATION CHESTERFIELD   | 1429 SENATE RM 512           |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | U004019819 | 9740         | RUTLEDGE BUILDING                   | 1429 SENATE ST               |              | COLUMBIA | SC    | UST                                              |
| 29201 | 1007242804 | 110017145579 | SC DEPT OF EDUCATION                | 1429 SENATE ST ROOM 209      |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1005790431 | 110002233501 | SC OFFICE OF GENERAL SERVICES SEN   | 1430 SENATE STREET           |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1015242374 |              |                                     | 1520 SENATE ST               |              | COLUMBIA | SC    |                                                  |
| 29201 | 1007836682 | 110020006731 | DORIC REAL ESTATE DEV LLC           | 1520 SENATE ST STE 177       |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1004780107 | SCD980837843 | BST CLMASCEN 91283                  | 1701 SENATE ST               |              | COLUMBIA | SC    | RCRA-CESQG                                       |
| 29201 | U004019386 | 7460         | BST CLMASCEN 91283                  | 1701 SENATE ST               |              | COLUMBIA | SC    | UST                                              |
| 29201 | 1007243274 | 110017150401 | BELLSOUTH TELECOMMUNICATIONS INC    | 1701 SENATE STREET           |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1015534778 |              |                                     | 516 SENATE ST                |              | COLUMBIA | SC    |                                                  |
| 29201 | 1000134302 | 110002244740 | CSX TRANSPORTATION COLUMBIA         | 900 SENATE ST                |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                               |
| 29201 | 1007228891 | 110017000822 | FUTURE CONVENTION CENTER HOTEL S    | 918 SENATE ST                |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1012093359 | 110038800456 | SC GENERAL SERVICES:STATE TRAINING  | 1401 SENTATE ST              | **           | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1000114346 | SC3210020449 | USA FORT JACKSON & ARMY TRAINING C  | SHADY LN                     |              | COLUMBIA | SC    | CORRACTS, US ENG CONTROLS, US INST CONTROL, SHWS |
| 29201 | 1015140741 |              |                                     | 1054 SHOP RD                 |              | COLUMBIA | SC    |                                                  |
| 29201 | 1005851914 | 110008552360 | CSR HYDRO CONDUIT CORP - SHOP RD F  | 1060 SHOP RD                 |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1004594709 | 110001667820 | CAROLINA CONCRETE PIPE              | 1060 SHOP ROAD               |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1004779756 | 110002243929 | MCWATERS INCORPORATED               | 1104 SHOP RD                 |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                                |
| 29201 | 1007224531 | 110016955918 | DRY HOLE MINING COMPANY             | 1107 SHOP RD                 |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1007245695 | 110017175625 | STANDARD WAREHOUSE CO               | 1115 SHOP RD                 |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | U004019422 | 7660         | COLUMBIA STEEL & METAL CO           | 1148 SHOP RD                 |              | COLUMBIA | SC    | UST                                              |
| 29201 | 1017384471 | 110062725092 | OMNISOURCE SOUTHEAST                | 1148 SHOP RD                 |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | A100267729 | 1844         | COLUMBIA STEEL & METAL PROGRESS R   | 1148 SHOP RD                 |              | COLUMBIA | SC    | AST                                              |
| 29201 | 1004594248 | 110002233486 | COLUMBIA STEEL AND METAL            | 1148 SHOP ROAD               |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1007236972 | 110017084439 | SCDOT                               | 1400 SHOP RD                 |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | A100205640 | 1854         | THE STATE NEWSPAPER                 | 1401 SHOP RD                 |              | COLUMBIA | SC    | AST                                              |
| 29201 | 1004780367 | SCD987570868 | STATE NEWSPAPERS                    | 1401 SHOP RD                 |              | COLUMBIA | SC    | AIRS, RCRA-NonGen                                |
| 29201 | 1007231637 | 110017029197 | MAINTENANCE FACILITY                | 1401 SHOP RD                 |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | U003619715 | 10807        | STATE RECORD CO MAINTENAN           | 1401 SHOP RD                 |              | COLUMBIA | SC    | UST                                              |
| 29201 | 1000397569 | SCD987570918 | THE STATE MEDIA COMPANY             | 1401 SHOP ROAD               |              | COLUMBIA | SC    | RCRAInfo-SQG                                     |
| 29201 | 1000397567 | SCD987570819 | STATE RECORD CO. INC.               | 1401 SHOP ROAD               |              | COLUMBIA | SC    | RCRA-NonGen                                      |
| 29201 | 1007115505 | SCD980844542 | SCDOT RESEARCH & MAT LAB            | 1406 SHOP RD                 |              | COLUMBIA | SC    | RCRAInfo-SQG                                     |
| 29201 | 1007134342 | 110015821805 | SCDOT RESEARCH & MATERIALS LABOR.   | 1406 SHOP ROAD               |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | 1004779930 | 110002243395 | SCDOT COLUMBIA                      | 1424 SHOP ROAD               |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                                |
| 29201 | 1004780384 | 110002243420 | SERVICE PRINTING                    | 1425 SHOP RD                 |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                                |
| 29201 | U003520383 | 18060        | CENTRAL EQUIPMENT SUPPLY DEPOT      | 1500 SHOP RD                 |              | COLUMBIA | SC    | LUST, UST                                        |
| 29201 | 1001120750 | 110002243288 | SC DOT EQUIPMENT DEPOT              | 1500 SHOP RD                 |              | COLUMBIA | SC    | RCRAInfo-SQG, FINDS                              |
| 29201 | 1000104786 | 110001670898 | HYDRA SPORTS BOATS                  | 1501 SHOP ROAD               |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                               |
| 29201 | 1007232231 | 110017035313 | COLUMBIA PATROL FACILITY            | 1626 SHOP RD                 |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | U003520401 | 12909        | COLUMBIA PATROL FACILITY            | 1626 SHOP RD                 |              | COLUMBIA | SC    | LUST, UST                                        |
| 29201 | 1014206700 |              | AIRGAS NATIONAL WELDERS             | 1639 SHOP RD                 |              | COLUMBIA | SC    | RMP                                              |
| 29201 | 1011832456 |              | NATIONAL WELDERS SUPPLY COMPANY     | 1639 SHOP RD                 |              | COLUMBIA | SC    | RMP                                              |
| 29201 | 1007229178 | 110017003749 | SERVICE MACHINE CO                  | 1644 SHOP RD                 |              | COLUMBIA | SC    | FINDS                                            |
| 29201 | U004117027 |              | SHOP RD PROPERTY                    | 1804 SHOP RD                 |              | COLUMBIA | SC    | LUST, UST                                        |
| 29201 | 1006278240 |              | CARTER MIOT ENGINEERING             | 1829 SHOP RD.                |              | COLUMBIA | SC    | FTTS                                             |
| 29201 | 1000401695 | 110002447317 | PLASTI LINE INCORPORATED            | 1829 SHOP ROAD               |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                               |

## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                               | Address                            | Map/Dir/Dist | City     | State | Databases               |
|-------|------------|--------------|------------------------------------|------------------------------------|--------------|----------|-------|-------------------------|
| 29201 | 1009511824 |              | CARTER MIOT, INC.                  | 1829 SHOP ROAD                     |              | COLUMBIA | SC    | FTTS                    |
| 29201 | 1005653832 |              | W.O. BLACKSTONE & COMPANY, INC.    | 1841 SHOP ROAD                     |              | COLUMBIA | SC    | FTTS                    |
| 29201 | 1000401696 | 110002245133 | CARTER-MIOT ENGINEERING            | 1854 SHOP RD                       |              | COLUMBIA | SC    | RCRA-NonGen, FINDS      |
| 29201 | 2004722420 |              |                                    | 1940 SHOP RD                       |              | COLUMBIA | SC    | ERNS                    |
| 29201 | A100163749 | 829          | NORFOLK SOUTHERN - COLUMBIA        | 1940 SHOP ROAD                     |              | COLUMBIA | SC    | AST                     |
| 29201 | 2011973853 |              |                                    | 1940 SHOP ROAD                     |              | COLUMBIA | SC    | ERNS                    |
| 29201 | 1010552375 | 110032892225 | ANDREWS YARD                       | 1940 SHOP ROAD                     |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1016044452 | 110054862127 | NORFOLK SOUTHERN RAILWAY CO        | 2001 SHOP RD                       |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1015750366 | SCR000776534 | NORFOLK SOUTHERN RAILWAY CO        | 2001 SHOP RD                       |              | COLUMBIA | SC    | RCRAInfo-SQG            |
| 29201 | 1016117543 | 110002243475 | RUAN TRUCK LEASING                 | 2332 SHOP RD                       |              | COLUMBIA | SC    | FINDS                   |
| 29201 | U003524757 | 10535        | RUAN LEASING                       | 2332 SHOP RD                       |              | COLUMBIA | SC    | GWCI, LUST, UST         |
| 29201 | 1004780207 | SCD981932692 | RUAN LEASING COMPANY               | 2332 SHOP ROAD                     |              | COLUMBIA | SC    | RCRA-NonGen             |
| 29201 | 1009400303 | SCR000767723 | SEA HUNT BOAT MANUFACTURING CO IN  | 2348 SHOP RD                       |              | COLUMBIA | SC    | RCRAInfo-SQG            |
| 29201 | U003525716 | 15795        | SUNBIRD BOAT COMPANY               | 2348 SHOP RD                       |              | COLUMBIA | SC    | AIRS, LUST, SPILLS, UST |
| 29201 | 1010559958 | 29201SNBRD23 | SEA-HUNT BOAT MANUFACTURING CO IN  | 2348 SHOP RD                       |              | COLUMBIA | SC    | TRIS                    |
| 29201 | 1016120239 | 110004940663 | HYDRA SPORTS BOATS                 | 2348 SHOP ROAD                     |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1000163549 | SCD987567138 | HYDRA SPORTS BOATS                 | 2348 SHOP ROAD                     |              | COLUMBIA | SC    | RCRA-NonGen             |
| 29201 | S105528062 |              | ESTECH GENERAL CHEMICALS CORP      | SHOP RD @ RR/TRACK NEAR INT OF ASS | **           | COLUMBIA | SC    | SHWS                    |
| 29201 | 1000156169 | 110002242975 | HOBART CORP/KITCHEN-AID DIV/WHIRLP | RT SIDE SC-555N 3 MILES FROM I-77  | **           | COLUMBIA | SC    | SHWS, FINDS             |
| 29201 | 1007238789 | 110017103427 | COLUMBIA CITY OF WASTEWATER        | 1200 SIMMON RD                     | **           | COLUMBIA | SC    | FINDS                   |
| 29201 | U003520173 | 11748        | COLUMBIA CITY OF WASTEWATER        | 1200 SIMMON RD                     | **           | COLUMBIA | SC    | UST                     |
| 29201 | 1016117644 | 110000535109 | METRO WASTEWATER TREATMENT PLAN    | 1200 SIMMON TREE LN                |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1000875755 | SC0000057232 | CITY OF COLUMBIA WASTE WTR PLT     | 1200 SIMON TREE LANE               |              | COLUMBIA | SC    | AST, RCRA-NonGen        |
| 29201 | 1011831285 |              | METRO WASTEWATER TREATMENT PLAN    | 1200 SIMON TREE LANE               |              | COLUMBIA | SC    | RMP                     |
| 29201 | 2007326530 |              |                                    | 1200 SIMON TREE LANE               |              | COLUMBIA | SC    | ERNS                    |
| 29201 | 1014913778 |              | COLUMBIA/METRO PLANT               | 1200 SIMON TREE LN                 |              | COLUMBIA | SC    |                         |
| 29201 | 1015370855 |              |                                    | 26 SOUTH                           | **           | COLUMBIA | SC    |                         |
| 29201 | 1005792378 | 110002311800 | SOUTHERN BELL/GAFFNEY              | SOUTHERN BELL/1600 HAMPTON# 41     | **           | COLUMBIA | SC    | FINDS                   |
| 29201 | 1014968222 |              |                                    | 10120 SPARKLEBERRY RD              | **           | COLUMBIA | SC    | EDR Historical Cleaners |
| 29201 | 1016184860 | 110002191342 | JOHN HARRIS PAINT & BODY SHOP      | 847 S STADIUM RD                   |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1000305172 | SCD982159592 | JOHN HARRIS PAINT & BODY SHOP      | 847 SOUTH STADIUM ROAD             |              | COLUMBIA | SC    | RCRA-NonGen             |
| 29201 | 1007248390 | 110017203293 | LAFITE FAMILY FARMS INC            | STE 5F                             | **           | COLUMBIA | SC    | FINDS                   |
| 29201 | 1007227118 | 110016982657 | SC DEPT OF MENTAL HEALTH           | STONE PAVILLION                    | **           | COLUMBIA | SC    | FINDS                   |
| 29201 | U003524891 | 17267        | SC DEPT OF MENTAL HEALTH           | STONE PAVILLION                    | **           | COLUMBIA | SC    | UST                     |
| 29201 | 1005791095 | 110002191119 | SCE&G INVESTMENT RECOVERY          | 11POE STREET MAIL DROP G26         |              | COLUMBIA | SC    | ICIS, FINDS             |
| 29201 | 2000668383 |              |                                    | STREET                             | **           | COLUMBIA | SC    | ERNS                    |
| 29201 | 1007227822 | 110016989829 | USDA FOREST SERVICE                | STUMPHOUSE RANGER STA STAR RT      | **           | COLUMBIA | SC    | FINDS                   |
| 29201 | 1015090993 |              |                                    | 720 SUGAR HILL LN                  |              | COLUMBIA | SC    | EDR Historical Cleaners |
| 29201 | 1000401652 | 110002191280 | PREMIER PAINT & BODY SHOP, INC.    | 2109 SUMPTER STREET                |              | COLUMBIA | SC    | RCRA-NonGen, FINDS      |
| 29201 | 1007245743 | 110017176125 | MAJIK MARKET 42853                 | 1002 SUMTER ST                     |              | COLUMBIA | SC    | FINDS                   |
| 29201 | U003523359 | 7698         | MAJIK MARKET 42853                 | 1002 SUMTER ST                     |              | COLUMBIA | SC    | GWCI, LUST, UST         |
| 29201 | 1007259347 | 110017324019 | SC COURT OF APPEALS                | 1015 SUMTER ST                     |              | COLUMBIA | SC    | FINDS                   |
| 29201 | U004017462 | 13080        | SUMTER STREET BUILDING             | 1026 SUMTER ST                     |              | COLUMBIA | SC    | LUST, UST               |
| 29201 | 1012188307 | SCR000770677 | TRINITY EPISCOPAL CATHEDRAL        | 1100 SUMTER ST                     |              | COLUMBIA | SC    | RCRA-NonGen             |
| 29201 | 1012109507 | 110038910916 | TRINITY EPISCOPAL CATHEDRAL        | 1100 SUMTER ST                     |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1007226776 | 110016979162 | COLUMBIA TRANSPORTATION CENTER     | 1145 SUMTER STREET                 |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1004781240 | 110004943394 | KWIK KOPY                          | 1204 SUMTER ST                     |              | COLUMBIA | SC    | RCRA-CESQG, FINDS       |
| 29201 | 1014629593 |              | SOUTH CAROLINA ELECTRIC & GAS COM  | 1231 SUMTER ST ST                  |              | COLUMBIA | SC    | PCB TRANSFORMER         |
| 29201 | 1014623779 |              | SOUTH CAROLINA ELECTRIC & GAS COM  | 1231 SUMTER ST ST                  |              | COLUMBIA | SC    | PCB TRANSFORMER         |
| 29201 | 1016361863 | 110045010974 | PALMETTO CLUB                      | 1231 SUMTER STREET                 |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS   |
| 29201 | 1016361864 | 110045010983 | CREASON BUILDING                   | 1247 SUMTER STREET                 |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS   |
| 29201 | 1014992798 |              |                                    | 1419 SUMTER ST                     |              | COLUMBIA | SC    | EDR Historical Cleaners |
| 29201 | 1007835479 | 110019994700 | YMCA COLUMBIA                      | 1420 SUMTER ST                     |              | COLUMBIA | SC    | FINDS                   |
| 29201 | U003930281 | 7507         | PALMETTO HEALTH BAPTIST MEDICAL CI | 1501 SUMTER ST                     |              | COLUMBIA | SC    | UST                     |
| 29201 | 1016354794 | 110040823099 | BETHEL AME CHURCH/RENAISSANCE FO   | 1528 SUMTER ST.                    |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS   |
| 29201 | 1007245906 | 110017177767 | BUSHS                              | 1600 SUMTER ST                     |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1015310224 |              |                                    | 2032 SUMTER ST                     |              | COLUMBIA | SC    |                         |
| 29201 | 1011491119 | SCR000770172 | HABITAT FOR HUMANITY               | 209 S SUMTER ST                    |              | COLUMBIA | SC    | RCRA-NonGen             |
| 29201 | 1007833792 | 110019977827 | HABITAT FOR HUMANITY               | 209 S SUMTER ST                    |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1015326651 |              |                                    | 2144 SUMTER ST                     |              | COLUMBIA | SC    |                         |
| 29201 | 1015326767 |              |                                    | 2146 SUMTER ST                     |              | COLUMBIA | SC    |                         |
| 29201 | 1015333214 |              |                                    | 2200 SUMTER ST                     |              | COLUMBIA | SC    |                         |
| 29201 | 1000914365 | 110002244777 | DAVES TRANSMISSION INCORPORATED    | 2200 SUMTER ST                     |              | COLUMBIA | SC    | RCRA-CESQG, FINDS       |
| 29201 | 1007231760 | 110017030470 | LOOMIS FARGO & CO                  | 2202 SUMTER ST                     |              | COLUMBIA | SC    | FINDS                   |
| 29201 | 1015339044 |              |                                    | 2241 SUMTER ST                     |              | COLUMBIA | SC    |                         |
| 29201 | 1000575641 | 110002244125 | JIM MOORE CADILLAC BODY SHOP       | 2241 SUMTER ST                     |              | COLUMBIA | SC    | RCRA-NonGen, FINDS      |
| 29201 | U001539614 | 7705         | GREEN ELECTRIC CO                  | 2248 SUMTER ST                     |              | COLUMBIA | SC    | UST                     |
| 29201 | 1004780946 | 110002191057 | SHERWIN WILLIAMS AUTOMOTIVE FINISH | 2300 SUMTER ST                     |              | COLUMBIA | SC    | RCRA-CESQG, FINDS       |
| 29201 | 1008408826 |              | UNITED IMPROVEMENT CO GAS WORKS    | SWC LADY AND LINCOLN               |              | COLUMBIA | SC    | Manufactured Gas Plants |
| 29201 | 1016353173 | 110040129223 | TAYLOR ST. PARKING LOT             | 1221 TAYLOR ST.                    |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS   |



## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                              | Address                       | Map/Dir/Dist | City     | State | Databases                                    |
|-------|------------|--------------|-----------------------------------|-------------------------------|--------------|----------|-------|----------------------------------------------|
| 29201 | 1007240316 | 110017119456 | THREE RIVERS OB-GYN ASSOCIATES PA | 1301 TAYLOR ST                |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007227661 | 110016988198 | JAMES F BETHA MD                  | 1301 TAYLOR ST                |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007259021 | 110017320692 | BAPTIST PHYSICIAN PARTNERS        | 1301 TAYLOR ST STE 8A         |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1015209761 |              |                                   | 1333 TAYLOR ST                |              | COLUMBIA | SC    |                                              |
| 29201 | 1007234023 | 110017053935 | R H DILLINGHAM MD                 | 1333 TAYLOR ST                |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007236908 | 110017083779 | COLUMBIA UROLOGICAL ASSOCIATES P/ | 1333 TAYLOR ST                |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007255910 | 110017288219 | COMPREHENSIVE FAMILY CARE         | 1333 TAYLOR ST STE 3H         |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007234446 | 110017058235 | SOUTH CAROLINA OB GYN ASSOCIATES  | 1333 TAYLOR STREET            |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007241891 | 110017135884 | INTERNAL MEDICINE OF COLUMBIA     | 1333 TAYLOR STREET SUITE 5B   |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1014993652 |              |                                   | 1436 TAYLOR ST                |              | COLUMBIA | SC    | EDR Historical Cleaners                      |
| 29201 | 1007231750 | 110017030354 | SUNSHINE CLEANERS                 | 1436 TAYLOR ST                |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1015244269 |              |                                   | 1531 TAYLOR ST                |              | COLUMBIA | SC    |                                              |
| 29201 | 1015265553 |              |                                   | 1700 TAYLOR ST                |              | COLUMBIA | SC    |                                              |
| 29201 | 1005490662 | 110001674448 | TOWNSHIP AUDITORIUM               | 1703 TAYLOR ST                |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | U004149417 |              | TOWNSHIP AUDITORIUM               | 1703 TAYLOR ST                |              | COLUMBIA | SC    | LUST, UST                                    |
| 29201 | 1007255961 | 110017288736 | FROST CHIROPRACTIC                | 1713 TAYLOR ST                |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007257896 | 110017308769 | VAN DE GRIFT ANIMAL HOSPITAL      | 1812 TAYLOR ST                |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | U003523132 | 17149        | LEEYVS FUNERAL HOME               | 1901 TAYLOR ST                |              | COLUMBIA | SC    | UST                                          |
| 29201 | 1007231085 | 110017023576 | LEEYVS FUNERAL HOME               | 1901 TAYLOR ST                |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1010038124 | 110028247528 | BERT'S GRILL                      | 2020 TAYLOR STREET            |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | U003730140 | 18560        | HAWTHORNE PHARMACIES              | 500 TAYLOR ST                 |              | COLUMBIA | SC    | LUST, UST                                    |
| 29201 | 1007242262 | 110017139782 | HAWTHORNE PHARMACIES              | 500 TAYLOR ST                 |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 99650938   |              |                                   | 2205 TOW KNOTCH ROAD          | **           | COLUMBIA | SC    | ERNS                                         |
| 29201 | 1015114614 |              |                                   | TOWNE SQUARE SHOPPING CTR     | **           | COLUMBIA | SC    | EDR Historical Cleaners                      |
| 29201 | 1005792384 | 110002311873 | SC DHEC TRUST GRANTS STORE        | TRUST SECTION 2600 BULL       |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1005792383 | 110002311864 | SC DHEC TRUST DONAHUE             | TRUST SECTION 2600 BULL       |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1005792387 | 110002311908 | SC DHEC TRUST WORSHAM SUPERETTE   | TRUST SECTION 2600 BULL       |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1005792381 | 110002311846 | SC DHEC TRUST CIRCLE MOBIL STA    | TRUST SECTION 2600 BULL       |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1005792382 | 110002311855 | SC DHEC TRUST COUNTRY MANOR SD    | TRUST SECTION 2600 BULL ST    |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | U003524944 | 7884         | SC634                             | 10110 TWO NOTCH RD            |              | COLUMBIA | SC    | GWCI, BROWNFIELDS, VCP, RCR, SHWS, LUST, UST |
| 29201 | U004225351 |              | CIRCLE K 2226                     | 10282 TWO NOTCH RD            |              | COLUMBIA | SC    | UST                                          |
| 29201 | U004018404 | 19159        | BENEDICT COLLEGE PROPERTY         | 2046 TWO NOTCH RD             |              | COLUMBIA | SC    | LUST, UST                                    |
| 29201 | U003520234 | 7413         | CLASSIC CAR WASH                  | 2638 TWO NOTCH RD             |              | COLUMBIA | SC    | UST                                          |
| 29201 | 1004780677 | SCD987592029 | HESS STATION 40245                | 7351 TWO NOTCH RD             |              | COLUMBIA | SC    | RCRA-CESQG                                   |
| 29201 | 1007241156 | 110017128213 | FORMER PEPSI COLA BOTTLING CO     | TWO NOTCH & ELMWOOD           | **           | COLUMBIA | SC    | FINDS                                        |
| 29201 | U003807486 | 18738        | FORMER PEPSI COLA BOTTLING CO     | TWO NOTCH & ELMWOOD           |              | COLUMBIA | SC    | LUST, UST                                    |
| 29201 | 1017020596 | 110048757056 | P H MCNEIL                        | UNKNOWN                       | **           | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1017009228 | 110048052744 | G CONE                            | UNKNOWN                       | **           | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1017020625 | 110048760569 | RG MCELVEEN                       | UNKNOWN                       | **           | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007232804 | 110017041191 | SUNBELT BEER DISTRIBUTORS INC     | 728 VINE ST                   |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1016347061 | 110038716379 | OLYMPIA 1                         | 214 WAHNE, 711 WHALEY STS     | **           | COLUMBIA | SC    | US BROWNFIELDS, FINDS                        |
| 29201 | 1007829493 | 110019934829 | STONE LANDING LLC                 | 1001 WASHINGTON ST            |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1008231274 | 110020998553 | TRANSOM DEVELOPMENT               | 1001 WASHINGTON ST STE 201    |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1014974523 |              |                                   | 1100 WASHINGTON ST            |              | COLUMBIA | SC    | EDR Historical Cleaners                      |
| 29201 | 1007258335 | 110017313600 | SECURITY DEVELOPMENT CORPORATIOI  | 1233 WASHINGTON ST            |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1004595196 | 110002185670 | WOODLAND UTILITIES                | 1320 WASHINGTON STREET        |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1000353007 | 110002191360 | M CRAIG CO INCORPORATED           | 910 WASHINGTON ST             |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                           |
| 29201 | 1007241666 | 110017133564 | COLUMBIA BUSINESS EQUIP           | 1209 WAYNE ST                 |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | U003988249 | 7345         | RICHLAND COUNTY SCHOOL DISTRICT 1 | 220 WAYNE ST                  |              | COLUMBIA | SC    | LUST, UST                                    |
| 29201 | 1001091437 | 110002243545 | RICHLAND SCHOOL DIST 1            | 220 WAYNE ST                  |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                            |
| 29201 | 1005790194 | 110002238418 | LOWER RICHLAND HI RICH DIST I     | 220 WAYNE STREET              |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | U004110951 | 19337        | REFRIGERATION SERVICE COMPANY     | 2304 WAYNE ST                 |              | COLUMBIA | SC    | GWCI, LUST, UST                              |
| 29201 | 1007228874 | 110017000653 | RCSD 1 MAINTENANCE FACILITY       | 220 WHALEY ST                 |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007239160 | 110017107227 | CHASE COMPANY                     | 605 WHALEY ST                 |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007836126 | 110020001166 | SHREE KISHORDAS LLC               | 625 WHALEY ST                 |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1007231987 | 110017032806 | PORT UNIT 622                     | 631 WHALEY ST                 |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | U003558356 | 7762         | PORT UNIT 622                     | 631 WHALEY ST                 |              | COLUMBIA | SC    | LUST, UST                                    |
| 29201 | S105528027 |              | COMMODITY ENGINEERING SITE        | 900 WHALEY ST                 |              | COLUMBIA | SC    | SHWS                                         |
| 29201 | 1016347062 | 110038716388 | OLYMPIA 2                         | WHALEY & WAYNE STS            |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS                        |
| 29201 | 1007231736 | 110017030201 | OWEN STEEL CO INC                 | 830 WHEAT ST                  |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1004595101 | 110002243509 | SC DEPT AGRIC LAB DIVISION        | 1101 WILLIAMS ST              |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                            |
| 29201 | 1007255915 | 110017288264 | SC DEPT OF AGRICULTURE            | 1101 WILLIAMS ST              |              | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1014934015 |              | SC AG LAB                         | 1101 WILLIAMS ST.             |              | COLUMBIA | SC    | US BROWNFIELDS                               |
| 29201 | U003740894 | 18591        | BELLSOUTH 9BO36                   | 1600 WILLIAMS ST              |              | COLUMBIA | SC    | UST                                          |
| 29201 | 1000348553 | 110009445118 | US POLLUTION CONTROL INC          | 401 WILLIAMS                  |              | COLUMBIA | SC    | RCRA-NonGen, FINDS                           |
| 29201 | 1000205628 | SCD980847412 | SALEM LEASING CORP                | 401 WILLIAMS ST               |              | COLUMBIA | SC    | GWCI, UIC, RCRA-NonGen, LUST, UST            |
| 29201 | 1007247184 | 110017190868 | SC DEPT OF MENTAL HEALTH          | WILLIAMS BUILDING             | **           | COLUMBIA | SC    | FINDS                                        |
| 29201 | 1009648188 |              |                                   | WILLOW STREET AT GRAND STREET | **           | COLUMBIA | SC    | DOT OPS                                      |
| 29201 | U003524885 | 17189        | SC DEPT OF MENTAL HEALTH          | WILSON BUILDING               | **           | COLUMBIA | SC    | UST                                          |

## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                               | Address                           | Map/Dir/Dist | City        | State | Databases                      |
|-------|------------|--------------|------------------------------------|-----------------------------------|--------------|-------------|-------|--------------------------------|
| 29201 | 1007239066 | 110017106273 | SC DEPT OF MENTAL HEALTH           | WILSON BUILDING                   | **           | COLUMBIA    | SC    | FINDS                          |
| 29201 | 1015661997 |              |                                    | 8800 WINNSBORO HWY                | **           | COLUMBIA    | SC    |                                |
| 29203 | 1014940969 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014938922 |              |                                    |                                   | **           |             | SC    | DOT OPS                        |
| 29203 | 1014940989 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014940993 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014941000 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014940964 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014940990 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014939465 |              |                                    |                                   | **           |             | SC    | DOT OPS                        |
| 29203 | 1014940996 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014939463 |              |                                    |                                   | **           |             | SC    | DOT OPS                        |
| 29203 | 1014938934 |              |                                    |                                   | **           |             | SC    | DOT OPS                        |
| 29203 | 1014940950 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014939497 |              |                                    |                                   | **           |             | SC    | DOT OPS                        |
| 29203 | 1014940655 |              |                                    |                                   | **           | CHARLESTON  | SC    | DOT OPS                        |
| 29203 | 1014939118 |              |                                    |                                   | **           |             | SC    | DOT OPS                        |
| 29203 | 1014941001 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014940997 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014940999 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014940974 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014938908 |              |                                    |                                   | **           |             | SC    | DOT OPS                        |
| 29203 | 1014940992 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1014940981 |              |                                    |                                   | **           | COLUMBIA    | SC    | DOT OPS                        |
| 29203 | 1000160733 | SCD042629774 | GALAXY BOAT MFG CO INC             | HWY #21 NORTH                     |              | COLUMBIA    | SC    | RCRA-NonGen                    |
| 29203 | 1016240292 | 110007830721 | GALAXY BOAT MFG CO INC             | HWY #21 NORTH                     | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1010348019 | 110030776159 | SCDOT/I-20 PIT                     | I-277 & I-20                      | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1007245976 | 110017178463 | JACKSONS                           | RT 1 BOX 241 A                    | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1016184856 | 110002191039 | SHARPES FORMAL WEAR OPERA CTR      | RT 1 BOX 499 G                    | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1000368510 | SCD982094575 | SHARPES FORMAL WEAR OPERA CTR      | RT 1 BOX 499G                     |              | COLUMBIA    | SC    | RCRA-CESQG                     |
| 29203 | 1005790136 | 110002238944 | FARROW HILLS SD NATIONAL HOLDING C | RT 1 BOX 568                      | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1007246508 | 110017183965 | OAKLANE MHP                        | 9136 HWY 21 N                     | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | U003520439 | 7795         | COMMUNITY MART GRO                 | HWY 21 N                          | **           | COLUMBIA    | SC    | UST                            |
| 29203 | 1007245972 | 110017178427 | COMMUNITY MART GRO                 | HWY 21 NORTH                      | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1016240491 | 110007834095 | HIGHWAY MATERIALS INCORPORATED     | HIGHWAY 215 NORTH MONTICELLO ROAD | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1007243999 | 110017157896 | TARMAC LONE STAR INC               | HWY 215 N                         | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 2000531601 |              |                                    | HWY 215 NORTH                     | **           | COLUMBIA    | SC    | ERNS                           |
| 29203 | 1000244567 | SCD982103236 | HIGHWAY MATERIALS INC              | HWY 215 NORTH MONTICELLO RD       |              | COLUMBIA    | SC    | RCRA-NonGen                    |
| 29203 | 1014835691 | 110041150394 | MARTIN MARIETTA:COLUMBIA QUARRY    | HIGHWAY 215N MONTICELLO ROAD      | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1016240692 | 110007837868 | BFI OF SOUTH ATLANTIC INC          | HWY 321 NORTH                     | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1000125407 | SCD991279258 | BFI OF SOUTH ATLANTIC INC          | HWY 321 NORTH                     |              | COLUMBIA    | SC    | RCRA-NonGen                    |
| 29203 | 1016347060 | 110038716360 | COLUMBIA COLLEGE PARCELS A & B     | 4626, 4638, 4630 N. MAIN ST.      |              | COLUMBIA    | SC    | US BROWNFIELDS, FINDS          |
| 29203 | 1014835270 | 110040866881 | APAC CAROLINA:PLANT 510 ANDREWS    | HWY 521                           | **           | ANDREWS     | SC    | FINDS                          |
| 29203 | A100267589 | 569          | CHEVRON - PETROLEUM WORLD          | HWY 76 AT W. LANDFORD             | **           | SPARTANBURG | SC    | AST                            |
| 29203 | 1017384472 | 110062725109 | FRESENIUS MEDICAL CARE COLUMBIA    | 2125 ADAMS GROVE RD               | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1010351968 | 110030912797 | WILLOW RUN APARTMENTS              | 511 ALCOTT DRIVE                  |              | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1010351785 | 110030912779 | HILLANDALE APARTMENTS              | 525 ALCOTT DRIVE                  |              | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1007837709 | 110020017006 | REFUGE TEMPLE CHURCH               | 4450 ARGENT CT                    |              | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1015683680 |              |                                    | 955 AVONDALE DR                   |              | COLUMBIA    | SC    |                                |
| 29203 | 1015046587 |              |                                    | 3418 BEAUMONT ST                  |              | COLUMBIA    | SC    | EDR Historical Cleaners        |
| 29203 | 1007228893 | 110017000840 | MANNING CORRECTIONAL INST          | 502 BECKMAN DR                    |              | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1015048468 |              |                                    | 3545 W BELTLINE BLVD              |              | COLUMBIA    | SC    | EDR Historical Cleaners        |
| 29203 | U003975558 | 9909         | CAPITAL CITY DODGE INC             | 3821 W BELTLINE BLVD              |              | COLUMBIA    | SC    | UST                            |
| 29203 | 1015001569 |              |                                    | 1636 BLUE RIDGE TER               |              | COLUMBIA    | SC    | EDR Historical Cleaners        |
| 29203 | 1014835238 |              | EMMANUEL CHURCH                    | 1723 BLUE RIDGE TERRACE           |              | COLUMBIA    | SC    | US BROWNFIELDS                 |
| 29203 | 1016358889 | 110043637767 | EMMANUEL CHURCH                    | 1723 BLUE RIDGE TERRACE           |              | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1003869738 | SC0001018084 | DIVEX/BOOKMAN LOOP                 | BOOKMAN LOOP                      | **           | COLUMBIA    | SC    | CERCLIS-NFRAP                  |
| 29203 | 1007242984 | 110017147416 | FUTURE FUELS DEV INC               | 319 BOSWELL RD                    |              | COLUMBIA    | SC    | FINDS                          |
| 29203 | U004019453 | 7820         | FUELS DEV INC                      | 319 BOSWELL RD                    |              | COLUMBIA    | SC    | UST                            |
| 29203 | 1012093790 | 110038798469 | GREAT SOUTH SERVICES-CLOSED        | BOSWELL RD                        | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1007246541 | 110017184296 | HARRIS COMMUNITY CARE              | PO BOX 3471                       | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | S116230435 |              | REFRESH SERVICES                   | PO BOX 84416                      | **           | COLUMBIA    | SC    | SWRCY                          |
| 29203 | 1012073117 | 110038797727 | RICHTEX BRICK:PLANT 3-CLOSED       | BRICK YARD RD                     | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1015529461 |              |                                    | 5081 BRICKYARD RD                 |              | COLUMBIA    | SC    |                                |
| 29203 | 1014835138 | 110041393131 | HANSON BRICK COLUMBIA PLANT        | 5100 BRICKYARD RD                 |              | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1000835317 | 29203RCHTXBR | HANSON BRICK COLUMBIA PLANT        | 5100 BRICKYARD RD                 |              | COLUMBIA    | SC    | AIRS, RCRA-CESQG, SPILLS, TRIS |
| 29203 | 1016708904 | 110056986855 | HANSON BRICK/COLUMBIA              | BRICKYARD RD & FROST AVE          |              | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1016121614 | 110000587320 | HANSON BRICK - COLUMBIA PLANT      | BRICKYARD ROAD AND FROST AVENUE   | **           | COLUMBIA    | SC    | FINDS                          |
| 29203 | 1010009089 |              | RICHTEX CORP.                      | BRICKYARD-FROST AVE               | **           | COLUMBIA    | SC    | FTTS                           |
| 29203 | 1008188276 |              | RICHTEX CORP.                      | BRICKYARD-FROST AVE               | **           | COLUMBIA    | SC    |                                |

## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                               | Address                         | Map/Dir/Dist     | City         | State | Databases                            |
|-------|------------|--------------|------------------------------------|---------------------------------|------------------|--------------|-------|--------------------------------------|
| 29203 | 2008889700 |              |                                    | 4600 BROAD RIVER RD.            |                  | COLUMBIA     | SC    | ERNS                                 |
| 29203 | 1009647726 |              |                                    | 4320 BROOKRIDGE DRIVE           |                  | COLUMBIA     | SC    | DOT OPS                              |
| 29203 | 1007248185 | 110017201160 | FERGUSON ENTERPRISES               | 360 BUCKNER RD                  |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1015089866 |              |                                    | 710 BUCKNER RD                  |                  | COLUMBIA     | SC    | EDR Historical Cleaners              |
| 29203 | U004018053 | 16960        | BULL ST AMOCO                      | 2031 BULL ST                    |                  | COLUMBIA     | SC    | LUST, UST                            |
| 29203 | 1015304493 |              |                                    | 201 BUSINESS PARK BLVD          |                  | COLUMBIA     | SC    |                                      |
| 29203 | 1000102790 | 110002243714 | RAM AUTOMOTIVE                     | 201 BUSINESS PARK BLVD          |                  | COLUMBIA     | SC    | RCRA-CESQG, FINDS                    |
| 29203 | 1010332055 | SCR000769190 | CENTRAL LABEL PRODUCTS             | 211 BUSINESS PARK BLVD          |                  | COLUMBIA     | SC    | RCRA-CESQG                           |
| 29203 | 1007230589 | 110017018564 | RENAISSANCE DESIGN MARK            | 211 BUSINESS PARK BLVD          |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1004593878 | 110001673314 | CENTRAL LABEL PRODUCTS             | 211 BUSINESS PARK BLVD          |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1001818788 | 110002236152 | SIEMENS DIESEL SYSTEMS TECHNOLOG   | 230 BUSINESS PARK BLVD          |                  | COLUMBIA     | SC    | RCRA-NonGen, FINDS                   |
| 29203 | U003619185 | 11808        | RICHLAND COUNTY LANDFILL SI        | 1070 CAUGHMAN RD N              |                  | COLUMBIA     | SC    | GWCI, LUST, SPILLS, UST              |
| 29203 | 1007228214 | 110016993841 | RICHLAND COUNTY LANDFILL SITE      | 1070 CAUGHMAN RD N              |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | S109516561 |              | RICHLAND COUNTY LANDFILL SITE      | 1070 CAUGHMAN RD N              |                  | COLUMBIA     | SC    | UIC                                  |
| 29203 | U003558512 | 7929         | SCE&G                              | CAUGHMAN RD                     | **               | COLUMBIA     | SC    | LUST, UST                            |
| 29203 | 1006258519 | 110010617779 | DIVEX/CAUGHMAN ROAD                | CAUGHMAN RD                     | **               | COLUMBIA     | SC    | ICIS, FINDS                          |
| 29203 | 1003869740 | SC0001018118 | DIVEX/CAUGHMAN ROAD                | CAUGHMAN ROAD                   | **               | COLUMBIA     | SC    | CERCLIS-NFRAP                        |
| 29203 | 1007245917 | 110017177874 | NICKEL PUMPER                      | 1100 CLARENDON ST               |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | U001539647 | 7832         | NICKEL PUMPER                      | 1100 CLARENDON ST               |                  | COLUMBIA     | SC    | UST                                  |
| 29203 | 1000835541 | 110002244884 | CITY OF COLUMBIA FLEET SERVICES    | 2910 COLONIAL DR                |                  | COLUMBIA     | SC    | GWCI, RCRAInfo-SQG, FINDS, LUST, UST |
| 29203 | 1007213058 | 110017335846 | COLUMBIA CITY OF WATER             | 2910 COLONIAL DR                |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1007246055 | 110017179266 | VEALS 66                           | 2916 COLONIAL DR                |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1007242970 | 110017147265 | WILSONS GARAGE                     | 3208 COLONIAL DR                |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | U003715058 | 16434        | WILSONS GARAGE                     | 3208 COLONIAL DR                |                  | COLUMBIA     | SC    | UST                                  |
| 29203 | 1015492911 |              |                                    | 4311 COLONIAL DR                |                  | COLUMBIA     | SC    |                                      |
| 29203 | 1007650634 | 110019921236 | UNITED METHODIST CENTER            | 4908 COLONIAL DR                |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1015525104 |              |                                    | 5018 COLONIAL DR                |                  | COLUMBIA     | SC    |                                      |
| 29203 | 1004593172 | 110001670665 | SHIVES FUNERAL HOME                | 5202 COLONIAL DR.               |                  | COLUMBIA     | SC    | AIRS, FINDS                          |
| 29203 | 1007227522 | 110016986779 | COLUMBIA COLLEGE - SUPPORT SERV    | 1301 COLUMBIA COLLEGE DR        |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1014401305 | SCR000771964 | COLUMBIA COLLEGE                   | 1301 COLUMBIA COLLEGE DR        |                  | COLUMBIA     | SC    | RCRA-CESQG                           |
| 29203 | 1007245727 | 110017175965 | COLUMBIA COUNTRY CLUB              | 135 COLUMBIA CLUB DR            | **               | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1004594999 | 110001992318 | SOUTH INS:COLUMBIA                 | 1625 COLUMBIA COL DR            |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1012093594 | 110038800483 | ANGELICA TEXTILE SERVICES          | 140 CORT RD                     |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1007233691 | 110017050395 | CAROLINA INTERIOR DEMOLITION SPECI | 141 CORT RD                     |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1007240796 | 110017124486 | CAROLINA WRECKING INC              | 141 CORT RD                     |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1007243681 | 110017154602 | ASBESTOS & DEMOLITION INC          | 141 CORT RD                     |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1015122176 |              |                                    | 1004 CRAVEN ST                  |                  | COLUMBIA     | SC    |                                      |
| 29203 | 1015330957 |              |                                    | 219 DAKOTA ST                   |                  | COLUMBIA     | SC    |                                      |
| 29203 | 1015526045 |              |                                    | 503 DARTMOUTH AVE               |                  | COLUMBIA     | SC    |                                      |
| 29203 | 1016358153 | 110043424862 | CURTIS YOUNG PROPERTY              | 503 DARTMOUTH ST                |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1014835802 |              | CURTIS YOUNG PROPERTY              | 503 DARTMOUTH ST                |                  | COLUMBIA     | SC    | US BROWNFIELDS                       |
| 29203 | U003619642 | 7424         | AMBAC INTERNATIONAL CORPORATION    | 1 DIESEL DR                     | **               | COLUMBIA     | SC    | UST                                  |
| 29203 | 1000398578 | 110000587339 | AMBAC INTERNATIONAL                | 1 DIESEL DR. I-77 & KILLIAN RD. | **               | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1014835146 |              | 818 DIXIE AVENUE                   | 818 DIXIE AVENUE                |                  | COLUMBIA, SC | SC    | US BROWNFIELDS                       |
| 29203 | 1016357249 | 110043083187 | 818 DIXIE AVENUE                   | 818 DIXIE AVENUE                |                  | COLUMBIA, SC | SC    | FINDS                                |
| 29203 | 1009634966 |              |                                    | 1111 DORRAH STREET              |                  | COLUMBIA     | SC    | DOT OPS                              |
| 29203 | 1006811519 | 110014441372 | NORMARK INNOVATIONS INC            | 400 NORTHEAST DR STE A          |                  | COLUMBIA     | SC    | RCRA-CESQG, FINDS                    |
| 29203 | 1016030948 | 110044437712 | STEVEN G. KOVACS                   | 400 NORTHEAST DRIVE, SUITE A    | **               | COLUMBIA     | MS    | FINDS                                |
| 29203 | 1016015790 | 110044422639 | MARK J. SWACHA                     | 400 NORTHEAST DRIVE, SUITE A    | **               | COLUMBIA     | MS    | FINDS                                |
| 29203 | 1009647930 |              |                                    | 103 DUKE ST.                    |                  | COLUMBIA     | SC    | DOT OPS                              |
| 29203 | 1005791185 | 110002188052 | FARROWOOD SD/HEATER UTIL           | 1532 EISENHOWER DR              |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 2008881099 |              |                                    | 6009 ELLISOR DRIVE              | **               | IRMO         | SC    | ERNS                                 |
| 29203 | 1007228841 | 110017000323 | FITTON & PITTMAN INC               | 1504 ELMON ST                   | **               | COLUMBIA     | SC    | FINDS                                |
| 29203 | U003521276 | 7407         | FITTON & PITTMAN INC               | 1504 ELMON ST                   |                  | COLUMBIA     | SC    | LUST, UST                            |
| 29203 | 1016145017 | SCR000777037 | QUAKER CHEMICAL CO INC             | 1212 ELMORE ST                  | 23, NNE, 1/2 - 1 | COLUMBIA     | SC    | CORRACTS, RCRA-CESQG                 |
| 29203 | 1011835389 |              | QUAKER CHEMICAL COMPANY, INC.      | 1212 ELMORE ST.                 |                  | COLUMBIA     | SC    | RMP                                  |
| 29203 | 1011835388 |              | QUAKER CHEMICAL COMPANY, INC       | 1212 ELMORE STREET              |                  | COLUMBIA     | SC    | RMP                                  |
| 29203 | 1016176347 | 110000556693 | QUAKER CHEMICAL COMPANY, INC.      | 1212 ELMORE STREET              |                  | COLUMBIA     | SC    | ICIS, FINDS                          |
| 29203 | 1004594183 |              | QUAKER CHEMICAL COMPANY, INC.      | 1212 ELMORE STREET              |                  | COLUMBIA     | SC    | SSTS                                 |
| 29203 | 1009648590 |              |                                    | 4920 FAIRFIELD RD.              |                  | COLUMBIA     | SC    | DOT OPS                              |
| 29203 | 1007233270 | 110017045972 | CAROLINA TRUCKING COMPANY          | 5102 FAIRFIELD RD               |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1015538769 |              |                                    | 5225 FAIRFIELD RD               |                  | COLUMBIA     | SC    |                                      |
| 29203 | 1015542831 |              |                                    | 5310 FAIRFIELD RD               |                  | COLUMBIA     | SC    |                                      |
| 29203 | U001017186 | 7856         | YOUNGS 31                          | 5314 FAIRFIELD RD               |                  | COLUMBIA     | SC    | UST                                  |
| 29203 | 1007227048 | 110016981943 | YOUNGS 31                          | 5314 FAIRFIELD RD               |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1007232081 | 110017033743 | YOUNGS 25                          | 5318 FAIRFIELD RD               |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1007231727 | 110017030112 | EASTERN EQUIP & CHEM CO INC        | 5617 FAIRFIELD RD               |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1007231722 | 110017030069 | CORNER PANTRY                      | 5820 FAIRFIELD RD               |                  | COLUMBIA     | SC    | FINDS                                |
| 29203 | 1007247220 | 110017191224 | FLYING J TRAVEL PLAZA              | 5901 FAIRFIELD RD               |                  | COLUMBIA     | SC    | FINDS                                |

## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                                | Address                   | Map/Dir/Dist | City     | State | Databases               |
|-------|------------|--------------|-------------------------------------|---------------------------|--------------|----------|-------|-------------------------|
| 29203 | U003620947 | 16488        | FLYING J TRAVEL PLAZA 712           | 5901 FAIRFIELD RD         |              | COLUMBIA | SC    | LUST, UST               |
| 29203 | 1009218505 | SCR000767491 | AHERN RENTALS INC                   | 6320 FAIRFIELD RD         |              | COLUMBIA | SC    | RCRA-CESQG              |
| 29203 | 1009313879 | 110024440005 | AHERN RENTALS INC                   | 6320 FAIRFIELD RD         |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1001233705 | 110002236900 | WASTE MANAGEMENT OF SC              | 6417 FAIRFIELD RD         |              | COLUMBIA | SC    | RCRA-NonGen, FINDS      |
| 29203 | U003522195 | 12511        | HEATER WELL CO INC                  | 6417 FAIRFIELD RD         |              | COLUMBIA | SC    | UST                     |
| 29203 | 1007225093 | 110016961652 | CONSTRUCTION DYNAMICS INC           | 6417 FAIRFIELD RD         |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1004593877 | 110056422483 | CAROLINA WRECKING                   | 6421 FAIRFIELD RD         |              | COLUMBIA | SC    | FINDS                   |
| 29203 | S110142923 |              | CAROLINA WRECKING                   | 6421 FAIRFIELD RD         |              | COLUMBIA | SC    | SWRCY, AIRS             |
| 29203 | 1000242325 | SCD981750672 | SCDOT RICHLAND MAINTENANCE          | 7201 FAIRFIELD RD         |              | COLUMBIA | SC    | RCRA-CESQG              |
| 29203 | 1000408131 | 110000858439 | SOUTHERN ARCHITECTURAL WOODWOF      | 7402 FAIRFIELD RD         |              | COLUMBIA | SC    | RCRA-NonGen, FINDS      |
| 29203 | U003520798 | 15844        | DITCH WITCH OF SC                   | 7406 FAIRFIELD RD         |              | COLUMBIA | SC    | LUST, UST               |
| 29203 | 1004779835 | 110002244394 | FORKLIFTS INCORPORATED              | 7406 FAIRFIELD RD         |              | COLUMBIA | SC    | RCRA-CESQG, FINDS       |
| 29203 | U003518839 | 7422         | ABF FREIGHT SYSTEM INC              | 7424 N FAIRFIELD RD       |              | COLUMBIA | SC    | LUST, UST               |
| 29203 | 1007231759 | 110017030461 | ABF FREIGHT SYSTEM INC              | 7424 NORTH FAIRFIELD ROAD |              | COLUMBIA | SC    | FINDS                   |
| 29203 | S111382785 |              | MID CAROLINA STEEL AND RECYCLING    | 7425 FAIRFIELD RD         |              | COLUMBIA | SC    | SWRCY                   |
| 29203 | 1012218915 | 110040510685 | WHITAKER CONTAINER SERVICE INC.     | 7434 FAIRFIELD RD         |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1001125643 | 110004942876 | CLYDE NETTLES ROOFING & PAINTING IN | 7524 FAIRFIELD RD         |              | COLUMBIA | SC    | RCRAInfo-SQG, FINDS     |
| 29203 | 1015626642 |              |                                     | 7556 FAIRFIELD RD         |              | COLUMBIA | SC    |                         |
| 29203 | 1000461943 | 110002245231 | ARMSTRONG CLOVERDALE                | 7608 FAIRFIELD RD         |              | COLUMBIA | SC    | RCRA-NonGen, FINDS      |
| 29203 | 1007235878 | 110017073147 | COLUMBIA GOLF PROPERTIES LLC        | 7629 FAIRFIELD RD         |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015630708 |              |                                     | 7732 FAIRFIELD RD         |              | COLUMBIA | SC    |                         |
| 29203 | 1015631701 |              |                                     | 7795 FAIRFIELD RD         |              | COLUMBIA | SC    |                         |
| 29203 | U003620328 | 7844         | DAVID DUBARD D/B/A DUBARD'S STATIO  | 7795 FAIRFIELD RD         |              | COLUMBIA | SC    | UST                     |
| 29203 | 1007231923 | 110017032147 | DUBARDS STATION                     | 7795 FAIRFIELD RD         |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1005418356 | 110012223673 | BRIAN HAAS PAINTING CO              | 7894 FAIRFIELD RD         |              | COLUMBIA | SC    | RCRA-CESQG, FINDS       |
| 29203 | 1007835233 | 110019992230 | BEN LIPPEN SCHOOL                   | FAIRFIELD RD              | **           | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007258803 | 110017318491 | METTS CONSTRUCTION                  | 5623 FAIRFIELD RD         |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015198726 |              |                                     | 129 FAIRLAWN CT           |              | COLUMBIA | SC    |                         |
| 29203 | 1008010789 | 110008570046 | AAA/ FAIRLAWN SD                    | FAIRLAWN & WILSON BLVD    |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007835997 |              | CONCEPT UNLIMITED INC               | 10020 FARROW RD           |              | COLUMBIA | SC    |                         |
| 29203 | S108281696 |              | CONCEPT UNLIMITED INC               | 10020 FARROW RD           |              | COLUMBIA | SC    | AIRS                    |
| 29203 | 1007990805 | 110019999876 | CONCEPT UNLIMITED INC COLUMBIA      | 10020 FARROW RD           |              | COLUMBIA | SC    | RCRA-CESQG, FINDS       |
| 29203 | 1009646038 |              |                                     | 3000 FARROW RD            |              | COLUMBIA | SC    | DOT OPS                 |
| 29203 | 1007257478 | 110017304521 | CAROLINA MEDICAL IMAGING            | 3010 FARROW RD STE 101    |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1016358839 | 110043637188 | EASTER SEALS BUILDING               | 3020 FARROW ROAD          |              | COLUMBIA | SC    | US BROWNFIELDS, FINDS   |
| 29203 | 1007226442 | 110016975763 | DAVIS & DINGLE FAMILY DENTISTRY     | 3026 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007240477 | 110017121103 | HENRY T MARSHALL JR DDS             | 3224 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1004593233 | 110002232236 | SC DDSN                             | 3301 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015437124 |              |                                     | 3409 FARROW RD            |              | COLUMBIA | SC    |                         |
| 29203 | 1009634905 |              |                                     | 3914 FARROW ROAD          |              | COLUMBIA | SC    | DOT OPS                 |
| 29203 | 1007256055 | 110017289682 | COOKES ROOFING & SHEETMETAL         | 3942 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1008230035 | 110020997741 | RAYMOND COOKE ROOFING & SHEETME     | 3942 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015470090 |              |                                     | 4007 FARROW RD            |              | COLUMBIA | SC    |                         |
| 29203 | 1007232070 | 110017033636 | ROBERTS GULF AUTO CENTER            | 4007 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007232886 | 110017042065 | RWWA INC                            | 4007 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007232887 | 110017042074 | ROBERTS EXXON                       | 4007 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015055138 |              |                                     | 4013 FARROW RD            |              | COLUMBIA | SC    | EDR Historical Cleaners |
| 29203 | 1007231445 | 110017027242 | ZAHER MOHAMMED STOP N SAVE          | 5400 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007243046 | 110017148059 | KAYO SERVICE STATION JET            | 5400 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015555333 |              |                                     | 5646 FARROW RD            |              | COLUMBIA | SC    |                         |
| 29203 | A100267718 | 345          | 555 STOP AND SHOP                   | 5646 FARROW ROAD          |              | COLUMBIA | SC    | AST                     |
| 29203 | 1007226223 | 110016973569 | KELLYS GARAGE                       | 5929 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | U003759625 | 18655        | KELLYS GARAGE                       | 5929 FARROW RD            |              | COLUMBIA | SC    | UST                     |
| 29203 | 1007231735 | 110017030194 | B&W LUMBER CO INC                   | 5934 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | U000483278 | 7575         | B&W LUMBER CO INC                   | 5934 FARROW RD            |              | COLUMBIA | SC    | LUST, UST               |
| 29203 | 1015569665 |              |                                     | 6015 FARROW RD            |              | COLUMBIA | SC    |                         |
| 29203 | 1007233012 | 110017043359 | MURRAYS AUTO SERVICE                | 6015 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015598753 |              |                                     | 6800 FARROW RD            |              | COLUMBIA | SC    |                         |
| 29203 | 1005790154 | 110002238784 | GREENVIEW SD FARROW TER UTIL        | 6800 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007234270 | 110017056424 | COLUMBIA CARE CENTER                | 7901 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007231811 | 110017031013 | SHAND DAVIS BUILDING                | 7901 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1017384258 | 110062721853 | COLUMBIA REGIONAL CARE CENTER       | 7901 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007231814 | 110017031040 | MORRIS VILLAGE                      | 7901 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007239508 | 110017110847 | SC DEPT OF MENTAL HEALTH            | 7901 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007231813 | 110017031031 | BRYAN PSYCHIATRIC HOSPITAL          | 7901 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | U003665668 | 7367         | ENGINEERING PHYSICAL PLANT SERV     | 7901 FARROW RD            |              | COLUMBIA | SC    | GWCI                    |
| 29203 | 1007247125 | 110017190252 | SCDDSN MIDLANDS CENTER              | 8301 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | U003557958 | 17263        | SCDDSN MIDLANDS CENTER              | 8301 FARROW RD            |              | COLUMBIA | SC    | LUST, UST               |
| 29203 | 1007246477 | 110017183643 | PANTRY EXPRESS 677                  | 8550 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007231664 | 110017029473 | CORNER PANTRY 133                   | 8750 FARROW RD            |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015102914 |              |                                     | 8810 FARROW RD            |              | COLUMBIA | SC    | EDR Historical Cleaners |

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| ZIP   | EDR-ID     | Facility ID  | Name                               | Address                              | Map/Dir/Dist       | City       | State | Databases                   |
|-------|------------|--------------|------------------------------------|--------------------------------------|--------------------|------------|-------|-----------------------------|
| 29203 | 1007835999 | 110019999894 | FMR ELISKIM RCRA POSTCLOSURE       | 8901 FARROW RD                       |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1007835927 | 110019999171 | CARQUEST AUTO PARTS DISTRIBUTION I | 9031 FARROW RD                       |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1014401333 | SCR000772293 | CARQUEST DC                        | 9031A FARROW RD                      |                    | COLUMBIA   | SC    | RCRA-CESQG                  |
| 29203 | 1016028850 | 110044949633 | CARQUEST DC                        | 9031A FARROW RD                      |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1007231908 | 110017031996 | CORNER PANTRY 114                  | 9050 FARROW RD                       |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | U003620579 | 10795        | QUICK STOP EXXON                   | 9102 FARROW RD                       |                    | COLUMBIA   | SC    | LUST, UST                   |
| 29203 | 1007231422 | 110017027019 | PITT STOP 21                       | 9102 FARROW RD                       |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1015679555 |              |                                    | 9360 FARROW RD                       |                    | COLUMBIA   | SC    |                             |
| 29203 | 2008890809 |              |                                    | 9531 FARROW ROAD                     |                    | COLUMBIA   | SC    | ERNS                        |
| 29203 | 1005791227 | 110002187703 | HIGHLAND FOREST SD/FAR TER UTL     | FARROW TER UTIL 6800 FARROW RD       |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1007245857 | 110017177277 | PALMETTO HEALTH ALLIANCE           | FIVE MEDICAL PARK DR                 |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1007239163 | 110017107254 | SAN JOSE RESTAURANT                | 4722 FOREST DR                       |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | U004018270 | 18320        | SAN JOSE RESTAURANT                | 4722 FOREST DR                       |                    | COLUMBIA   | SC    | LUST, UST                   |
| 29203 | 1007837711 | 110020017024 | SCE&G                              | FOSSIL-HYDRO                         | **                 | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1015601341 |              |                                    | 6901 FROST AVE                       |                    | COLUMBIA   | SC    |                             |
| 29203 | 1007241110 | 110017127740 | BAY POINT HOMEOWNERS ASSOCIATION   | 110 GATEWAY CORPORATE BLVD STE 10    |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1007241430 | 110017131076 | MIDLANDS NEUROLOGY & PAIN ASSOC    | 114 GATEWAY CORP BLVD STE 240        | **                 | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1007225719 | 110016968138 | BERNIE KIROL MD                    | 114 GATEWAY CORPORATE BLVD STE 33    |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1007233619 | 110017049530 | MIDLANDS ORAL AND MAXILLOFACIAL SL | 114 GATEWAY CORPORATE BLVD STE 42    |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1007229334 |              | PROVIDENCE HOSPITAL NORTHEAST      | 120 GATEWAY BLVD                     |                    | COLUMBIA   | SC    |                             |
| 29203 | S108282157 |              | PROVIDENCE HOSPITAL NORTHEAST      | 120 GATEWAY BLVD                     |                    | COLUMBIA   | SC    | AIRS                        |
| 29203 | 1007259293 | 110017323476 | SOUTH CAROLINA HEART CENTER        | 21 GATEWAY CORNERS STE 101           |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1015456386 |              |                                    | 3750 GIBSON ST                       |                    | COLUMBIA   | SC    |                             |
| 29203 | 1014992217 |              |                                    | 141 GLORIA TRL                       |                    | COLUMBIA   | SC    | EDR Historical Cleaners     |
| 29203 | 1007232718 | 110017040307 | DOWDY GARNER NH                    | 2200 HARDEN STREET                   |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1014961282 | SCR000774851 | CVS PHARMACY 7516                  | 3595 HARDEN ST                       |                    | COLUMBIA   | SC    | RCRA-CESQG                  |
| 29203 | 1016027907 | 110045990745 | CVS PHARMACY 7516                  | 3595 HARDEN ST                       |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1007259333 | 110017323877 | BAMBERG VETERINARY CLINIC          | 11156 HERITAGE HWY                   |                    | BAMBERG    | SC    | FINDS                       |
| 29203 | 1015280625 |              |                                    | 1814 HEYWARD BROCKINGTON RD          |                    | COLUMBIA   | SC    |                             |
| 29203 | U001017191 | 13913        | WCOS RADIO                         | 2415 HEYWARD BROCKING RD             |                    | COLUMBIA   | SC    | UST                         |
| 29203 | 1007238722 | 110017102758 | WCOS RADIO                         | HEYWARD BROCKING RD                  | **                 | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1005791189 | 110002188098 | FARROW TER SD/FARROW TER UTIL      | 121 S HIGHLAND FOREST                |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1016118311 | 110008550512 | VULCAN CONSTRUCTION MATERIALS CO   | SC HIGHWAY 215 NORTH                 | **                 | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1016116943 | 110008552155 | MARTIN MARIETTA AGGREGATES NORTH   | US HIGHWAY 215 MONTICELLO TRAIL      | **                 | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1015270367 |              |                                    | 1727 HOUSTON ST                      |                    | COLUMBIA   | SC    |                             |
| 29203 | 1000298830 | 110002191235 | PALMETTO PAINT AND BODY SHOP INC   | 1727 HOUSTON STREET                  |                    | COLUMBIA   | SC    | RCRA-CESQG, FINDS           |
| 29203 | 1010352174 | 110030909569 | PALMETTO TERRACE APARTMENTS        | 3021 HOWELL AVE                      |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | S108951910 |              | VULCAN MATERIALS #252/DREYFUS QUA  | SC HWY 215 N                         | **                 | COLUMBIA   | SC    | AIRS                        |
| 29203 | 1005852066 |              | VULCAN MATERIALS #252/DREYFUS QUA  | SC HWY 215 N                         |                    | COLUMBIA   | SC    |                             |
| 29203 | 1014835692 | 110041150492 | VULCAN MATERIALS:DREYFUS QUARRY    | SC HWY 215 N                         | **                 | COLUMBIA   | SC    | FINDS                       |
| 29203 | U001542050 | 7509         | HOBART CORPORATION                 | SC HWY 555 N                         |                    | COLUMBIA   | SC    | UST                         |
| 29203 | 1007245734 | 110017176036 | HOBART CORPORATION                 | SC HWY 555 NORTH                     | **                 | COLUMBIA   | SC    | FINDS                       |
| 29203 | S108476481 |              | FALLING SPRINGS ROAD TRACT         | INTERSECTION SUNSET & FALLING SPRING | 20, NW, 1/2 - 1    | COLUMBIA   | SC    | BROWNFIELDS, VCP, RCR, SHWS |
| 29203 | 1012151750 |              | 5112 JULIUS DIXON LANE             | 5112 JULIUS DIXON LANE               | **                 | COLUMBIA   | SC    | US BROWNFIELDS              |
| 29203 | 1016350059 | 110039059032 | 5112 JULIUS DIXON LANE             | 5112 JULIUS DIXON LANE               | **                 | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1008339897 | 29203TRNCL4K | TRANE - COLUMBIA                   | 400 KILLIAN RD                       |                    | COLUMBIA   | SC    | TRIS                        |
| 29203 | 1006870719 |              | TRANE U S INC                      | 400 KILLIAN RD                       |                    | COLUMBIA   | SC    | AIRS, SHWS                  |
| 29203 | 1010180384 | 110028676555 | CROSSINGS DEVELOPMENT, LLC         | 475 KILLIAN ROAD                     |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1001233700 | 110002236866 | LUCENT TECHNOLOGIES INCORPORATEI   | 447 KOON STORE RD                    |                    | COLUMBIA   | SC    | RCRA-NonGen, FINDS          |
| 29203 | 1004593324 | 110001671780 | TREZEVANT FUNERAL                  | 5716 KOON RD                         |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1016276837 | 110009262458 | DIVEX/LEWAND DRIVE                 | LEWAND DRIVE                         | **                 | COLUMBIA   | SC    | ICIS, FINDS                 |
| 29203 | 1000984194 | SC0001093475 | DIVEX/LEWAND DRIVE                 | LEWAND DRIVE                         |                    | COLUMBIA   | SC    | CERCLIS, SHWS               |
| 29203 | 1015146171 |              |                                    | 108 LINCOLN PKWY                     |                    | COLUMBIA   | SC    |                             |
| 29203 | 1015429925 |              |                                    | 3300 MAIN ST                         |                    | COLUMBIA   | SC    |                             |
| 29203 | 1007256241 | 110017291624 | KERSHAW TIRE INC                   | 3300 MAIN ST                         |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | U001539492 | 15934        | KERSHAW TIRE INC                   | 3300 MAIN ST                         | 13, NNE, 1/4 - 1/2 | COLUMBIA   | SC    | LUST, UST                   |
| 29203 | 1007243049 | 110017148086 | SPUR STATION 1215                  | 3320 N MAIN AT SUNSET                | **                 | EAU CLAIRE | SC    | FINDS                       |
| 29203 | U003525564 | 7715         | SPUR STATION 1215                  | 3320 N MAIN AT SUNSET                | E, NNE, 1/4 - 1/2  | COLUMBIA   | SC    | GWCI, UIC, LUST, UST        |
| 29203 | 1015431907 |              |                                    | 3321 MAIN ST                         |                    | COLUMBIA   | SC    |                             |
| 29203 | U003620388 | 9705         | NEWMANS 66                         | 3321 MAIN ST                         | E, NNE, 1/4 - 1/2  | COLUMBIA   | SC    | LUST, UST                   |
| 29203 | 1007239205 | 110017107673 | NEWMANS 66                         | 3321 MAIN ST                         |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1015431933 |              |                                    | 3321 N MAIN ST                       |                    | COLUMBIA   | SC    |                             |
| 29203 | U003524914 | 7681         | SC016                              | 3402 MAIN ST                         |                    | COLUMBIA   | SC    | GWCI, LUST, UST             |
| 29203 | 1000449057 | 110002245017 | CROWN CENTRAL SC 016               | 3402 MAIN STREET                     |                    | COLUMBIA   | SC    | RCRA-NonGen, FINDS          |
| 29203 | 1007240416 | 110017120471 | WOMEN S SHELTER DENTER CENTER      | 3425 MAIN ST                         |                    | COLUMBIA   | SC    | FINDS                       |
| 29203 | 1015443911 |              |                                    | 3514 MAIN ST                         |                    | COLUMBIA   | SC    |                             |
| 29203 | U003619498 | 10698        | HESS STATION 40247                 | 3514 N MAIN ST                       |                    | COLUMBIA   | SC    | UST                         |
| 29203 | 1004780875 | 110002258235 | AMERADA HESS STATION 40247         | 3514 N MAIN ST                       |                    | COLUMBIA   | SC    | RCRA-CESQG, FINDS           |
| 29203 | 1015443928 |              |                                    | 3514 N MAIN ST                       |                    | COLUMBIA   | SC    |                             |
| 29203 | 1015444595 |              |                                    | 3525 MAIN ST                         |                    | COLUMBIA   | SC    |                             |

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| ZIP   | EDR-ID     | Facility ID  | Name                                | Address                | Map/Dir/Dist | City      | State | Databases               |
|-------|------------|--------------|-------------------------------------|------------------------|--------------|-----------|-------|-------------------------|
| 29203 | 1015444628 |              |                                     | 3525 N MAIN ST         |              | COLUMBIA  | SC    |                         |
| 29203 | 1001233707 | 110002236820 | DUCANE FINE CABINETRY INC           | 3527B N MAIN ST        |              | COLUMBIA  | SC    | RCRA-NonGen, FINDS      |
| 29203 | 1000304947 | 110002244063 | MANN ELECTRIC REPAIR CO INC         | 3600 MAIN ST           |              | COLUMBIA  | SC    | RCRA-CESQG, FINDS       |
| 29203 | 1015449228 |              |                                     | 3610 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | 1016452342 | 110056335096 | FINISH MASTER INC 147               | 3620 N MAIN STREET     |              | COLUMBIA  | SC    | RCRA-CESQG, FINDS       |
| 29203 | 1015455186 |              |                                     | 3725 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | U003930981 | 7724         | SHIV OF COLUMBIA LLC                | 3725 N MAIN ST         |              | COLUMBIA  | SC    | GWCI, LUST, UST         |
| 29203 | 1007230674 | 110017019420 | SALVATION ARMY                      | 3816 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1004780755 | 110007837369 | COCA COLA BOTTLING CO CONSOLID CC   | 3830 MAIN ST           |              | COLUMBIA  | SC    | RCRA-NonGen, FINDS      |
| 29203 | 1015054730 |              |                                     | 4005 MAIN ST           |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | 1007258031 | 110017310220 | GAMBLE CHIROPRACTIC - COLUMBIA      | 4010 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1015055097 |              |                                     | 4011 MAIN ST           |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | 1015055110 |              |                                     | 4011 N MAIN ST         |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | 1007225722 | 110016968165 | COOPERATIVE FAMILY DENTISTRY        | 4100 N MAIN ST STE 202 |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1007836015 | 110020000050 | LUTHERAN THEOLOGICAL SOUTHERN SE    | 4201 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | U003982786 | 18868        | EAU CLAIRE DEVELOPMENT CORPORATI    | 4300 N MAIN ST         |              | COLUMBIA  | SC    | LUST, UST               |
| 29203 | 1007233261 | 110017045874 | EAU CLAIRE DEVELOPMENT CORPORATI    | 4300 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1015062859 |              |                                     | 4500 MAIN ST           |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | 1015062878 |              |                                     | 4500 N MAIN ST         |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | 1007240601 | 110017122451 | SPECIAL FORCES & GENERAL SERVICES   | 4507 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1014961237 | SCR000774406 | CVS PHARMACY 5596                   | 4627 N MAIN ST         |              | COLUMBIA  | SC    | RCRA-CESQG              |
| 29203 | 1016017320 | 110045990291 | CVS PHARMACY 5596                   | 4627 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1015510392 |              |                                     | 4701 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | 1015511056 |              |                                     | 4713 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | 1015066188 |              |                                     | 4824 MAIN ST           |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | U003620427 | 10141        | PANTRY EXPRESS 650                  | 4905 N MAIN            | **           | COLUMBIA  | SC    | GWCI, LUST, UST         |
| 29203 | 1007247566 | 110017194757 | PANTRY EXPRESS 650                  | 4905 N MAIN            | **           | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1015524906 |              |                                     | 5012 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | 1004780324 | SCD982163172 | ALLEN'S PAINT AND BODY SHOP         | 5012 NORTH MAIN STREET |              | COLUMBIA  | SC    | RCRA-CESQG              |
| 29203 | 1015537379 |              |                                     | 5202 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | 1007259191 | 110017322440 | BENJAMIN F THOMAS DMD               | 5255 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1015552925 |              |                                     | 5582 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | 1004780480 | SCD987580628 | CAROLINA PAINT & BODY               | 5582 N MAIN STREET     |              | COLUMBIA  | SC    | RCRA-CESQG              |
| 29203 | 1015560251 |              |                                     | 5800 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | 1015077374 |              |                                     | 5820 MAIN ST           |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | 1015561497 |              |                                     | 5831 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | U003665674 | 7712         | AMBICA LLC 2002                     | 5831 N MAIN ST         |              | COLUMBIA  | SC    | GWCI, LUST, UST         |
| 29203 | 1007260387 | 110017334776 | JAINEIL INDUSTRIES LLC              | 5831 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1016037205 | 110046540702 | RITE AID 11582                      | 5900 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1015750354 | SCR000776419 | RITE AID 11582                      | 5900 N MAIN ST         |              | COLUMBIA  | SC    | RCRAInfo-LQG            |
| 29203 | 1007237496 | 110017090119 | BELLSOUTH TELECOMMUNICATIONS INC    | 6001 NORTH MAIN STREET |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1005851972 | 110008551771 | PIGGLY WIGGLY #61                   | 6012 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | U003520659 | 18089        | D&D LIQUORS                         | 6129 N MAIN ST         |              | COLUMBIA  | SC    | LUST, UST               |
| 29203 | 1015576630 |              |                                     | 6132 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | U004019438 | 7750         | CITY FOOD MART                      | 6132 N MAIN ST         |              | COLUMBIA  | SC    | GWCI, LUST, UST         |
| 29203 | 1007257431 | 110017304059 | BETHEL CONSTRUCTION                 | 6209 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | U004018009 | 16700        | NORTH 21 GENERAL MERCHANDISING      | 6216 N MAIN ST         |              | COLUMBIA  | SC    | LUST, UST               |
| 29203 | 1007225102 | 110016961750 | CORONET MOTEL                       | 6320 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1004594716 | 110002232389 | GIANT FOOD                          | 6325 NORTH MAIN STREET |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1015083372 |              |                                     | 6331 MAIN ST           |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | 1016185088 | 110002245375 | BRINSON CLEANERS                    | 6331 MAIN ST           |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | S107599679 |              | BRINSON'S CLEANERS                  | 6331 N MAIN ST         |              | COLUMBIA  | SC    | DRYCLEANERS, SHWS       |
| 29203 | 1015083374 |              |                                     | 6331 N MAIN ST         |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | 1000320413 | SCD981922289 | BRINSON CLEANERS                    | 63312 MAIN STREET      |              | COLUMBIA  | SC    | RCRA-NonGen             |
| 29203 | 1015587419 |              |                                     | 6400 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | U003621093 | 18367        | ORIGINAL BLUE RIBBON TAXI CA        | 6400 MAIN ST           |              | COLUMBIA  | SC    | UST                     |
| 29203 | 1007239270 | 110017108351 | ORIGINAL BLUE RIBBON TAXI CAB CORP  | 6400 MAIN ST           |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1015587701 |              |                                     | 6405 MAIN ST           |              | COLUMBIA  | SC    |                         |
| 29203 | 1015087119 |              |                                     | 6820 MAIN ST           |              | COLUMBIA  | SC    | EDR Historical Cleaners |
| 29203 | 1007242750 | 110017145007 | CENTIN LLC                          | 6904 N MAIN ST STE106  |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1008391247 |              | PEPSI-COLA CO. BOTTLING GROUP L.L.C | 6925 B, MAIN ST.       |              | COLUMBIA, | SC    | FTTS                    |
| 29203 | 1016335596 | 110022538789 | PEPSI-COLA CO. BOTTLING GROUP L.L.C | 6925 B, MAIN ST.       | **           | COLUMBIA, | SC    | FINDS                   |
| 29203 | 1007114899 | SCD059614255 | PEPSI BOTTLING GROUP                | 6925 N MAIN ST         |              | COLUMBIA  | SC    | RCRAInfo-SQG            |
| 29203 | U003994132 | 7431         | PEPSI BEVERAGES COMPANY (PBC)       | 6925 N MAIN ST         |              | COLUMBIA  | SC    | LUST, UST               |
| 29203 | 2011971520 |              |                                     | 6925 NORTH MAIN STREET |              | COLUMBIA  | SC    | ERNS                    |
| 29203 | 2012003441 |              |                                     | 6925 NORTH MAIN STREET |              | COLUMBIA  | SC    | ERNS                    |
| 29203 | 1004780400 | 110002244349 | FAST FARE SC643                     | 6930 N MAIN ST         |              | COLUMBIA  | SC    | RCRA-NonGen, FINDS      |
| 29203 | U004140936 |              | PANTRY EXPRESS 643                  | 6930 N MAIN ST         |              | COLUMBIA  | SC    | UIC, LUST, UST          |
| 29203 | 1004593446 | 110002239202 | COLUMBIA 20 AUTO TRUCK CENTER       | 7400 N MAIN ST         |              | COLUMBIA  | SC    | FINDS                   |
| 29203 | 1009634923 |              |                                     | MARSTELLER & ELMORE    |              | COLUMBIA  | SC    | DOT OPS                 |
| 29203 | 1015609951 |              |                                     | 709 MASON RD           |              | COLUMBIA  | SC    |                         |



## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                               | Address                       | Map/Dir/Dist | City         | State | Databases               |
|-------|------------|--------------|------------------------------------|-------------------------------|--------------|--------------|-------|-------------------------|
| 29203 | 1015486802 |              |                                    | 421 MCNULTY ST                |              | COLUMBIA     | SC    |                         |
| 29203 | 1007227966 |              |                                    | 1 MEDICAL PARK RD, STE 420    |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1004781059 | 110002185215 | UNIVERSITY OF SC SCHOOL OF MEDICIN | 15 MEDICAL PARK               |              | COLUMBIA     | SC    | RCRA-NonGen, FINDS      |
| 29203 | 1007256078 | 110017289922 | USC-DEPARTMENT OF MEDICINE         | 2 MEDICAL PARK STE 502        | **           | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1000425807 | 110002244946 | COLUMBIA DERMATOPATHOLOGY          | 3 MEDICAL PARK SUITE 510      | **           | COLUMBIA     | SC    | RCRA-CESQG, FINDS       |
| 29203 | 1007234423 | 110017058002 | E E DOWDY JR DDS PA                | 3506 MEDICAL DR STE B         |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007244531 | 110017163497 | CROSS & RAINES DDS PA              | 3518 MEDICAL DR               |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007259552 | 110017326106 | PALMETTO RICHLAND MEMORIAL HOSPI   | 7 MEDICAL PARK                |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007243301 | 110017150679 | MICHAEL F TKACIK                   | 7 MEDICAL PARK STE 104        |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1004779746 | 110002191208 | RICHBOURGS SALES & RENTALS         | 108 N MONTAGUE DR             |              | COLUMBIA     | SC    | RCRA-CESQG, FINDS       |
| 29203 | 1007246104 | 110017179765 | CAROLINA MOVING & STORAGE CO       | 112 N MONTAGUE DR             |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 94361072   |              |                                    | 500 MONTGOMERY RD             |              | COLUMBIA     | SC    | ERNS                    |
| 29203 | S110091328 |              | DIVEX (MONTGOMERY HWY)             | MONTGOMERY HWY RTE 1          | **           | COLUMBIA     | SC    | SHWS                    |
| 29203 | 1000225412 | SCD980710644 | DIVEX                              | MONTGOMERY HWY, ROUTE 1       |              | COLUMBIA     | SC    | CERCLIS, RCRA-NonGen    |
| 29203 | 1016240384 | 110007832300 | DIVEX                              | MONTGOMERY RD                 |              | COLUMBIA     | SC    | ICIS, FINDS             |
| 29203 | S103997675 | 823          | S.C. FIRE ACADEMY                  | 141 MONTICELLO TRAIL          |              | COLUMBIA     | SC    | AST                     |
| 29203 | 1007235800 | 110017072317 | DIVISION OF FIRE & LIFE SAFETY     | 141 MONTICELLO TRL            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007119515 | SCR000765172 | REA CONTRACTING DIV OF LANE CONST  | 300 MONTICELLO DR             |              | COLUMBIA     | SC    | RCRA-CESQG              |
| 29203 | S108952142 |              | REA CONTRACTING A DIV OF LANE CONS | 300 MONTICELLO DR             |              | COLUMBIA     | SC    | AIRS                    |
| 29203 | 1016017329 | 110044992568 | REA CONTRACTING DIV OF LANE CONST  | 300 MONTICELLO DR             |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007214086 | 110056424846 | REA CONTRACTING A DIV OF LANE CONS | 300 MONTICELLO DR             |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1016126325 | 110016712324 | REA CONTRACTING LLC NORTH COLUME   | 300 MONTICELLO DRIVE          |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1014835760 | 110041150946 | REA CONSTRUCTION:PLANT 52          | 300 MONTICELLO TRAIL          |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1005851937 |              | MARTIN MARIETTA AGGREGATES:N COLI  | 370 MONTICELLO TRAIL          |              | COLUMBIA     | SC    |                         |
| 29203 | S110142957 |              | MARTIN MARIETTA AGGREGATES:N COLI  | 370 MONTICELLO TRAIL          |              | COLUMBIA     | SC    | AIRS                    |
| 29203 | 1007231768 | 110017030559 | LIL CRICKET 318                    | 4101 MONTICELLO RD            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1015503455 |              |                                    | 4524 MONTICELLO RD            |              | COLUMBIA     | SC    |                         |
| 29203 | 1000129322 | 110004939005 | R & R WASTE OIL                    | 4616 MONTICELLO RD            |              | COLUMBIA     | SC    | RCRA-NonGen, FINDS      |
| 29203 | 1000107151 | 110002244713 | EAU CLAIRE HIGH SCHOOL             | 4800 MONTICELLO ROAD          |              | COLUMBIA     | SC    | RCRA-NonGen, FINDS      |
| 29203 | 1015068509 |              |                                    | 5011 MONTICELLO RD            |              | COLUMBIA     | SC    | EDR Historical Cleaners |
| 29203 | 1016357202 | 110043082473 | DEWEY DUCKETT, JR.                 | 5105 MONTICELLO ROAD          |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1014835145 |              | DEWEY DUCKETT, JR.                 | 5105 MONTICELLO ROAD          |              | COLUMBIA     | SC    | US BROWNFIELDS          |
| 29203 | S111930605 |              | MASJID AS-SALAAM PROPERTY          | 5119 MONTICELLO RD            |              | COLUMBIA     | SC    | SHWS                    |
| 29203 | 1004595262 | 110011848787 | MASJID AS-SALAAM, INC              | 5119 MONTICELLO ROAD          |              | COLUMBIA     | SC    | US BROWNFIELDS, FINDS   |
| 29203 | 1015538614 |              |                                    | 5220 MONTICELLO RD            |              | COLUMBIA     | SC    |                         |
| 29203 | 1000449060 | 110002244189 | HENRY MOSS                         | 5901 MONTICELLO RD            |              | COLUMBIA     | SC    | RCRA-NonGen, FINDS      |
| 29203 | 1007245952 | 110017178221 | PITT STOP 23                       | 6000 MONTICELLO RD            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007245761 | 110017176303 | MONTICELLO ROAD AMOCO              | 6001 MONTICELLO RD            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | U003523677 | 7721         | MONTICELLO ROAD AMOCO              | 6001 MONTICELLO RD            |              | COLUMBIA     | SC    | GWCI, LUST, UST         |
| 29203 | 1015571374 |              |                                    | 6040 MONTICELLO RD            |              | COLUMBIA     | SC    |                         |
| 29203 | U004117038 |              | GUNTER PROPERTY                    | 6040 MONTICELLO RD            |              | COLUMBIA     | SC    | UST                     |
| 29203 | S109362347 |              | MONTICELLO ROAD SITE               | 6040 MONTICELLO RD            |              | COLUMBIA     | SC    | BROWNFIELDS, VCP, SHWS  |
| 29203 | 1015579802 |              |                                    | 6201 MONTICELLO RD            |              | COLUMBIA     | SC    |                         |
| 29203 | 1005791181 | 110002188418 | CLOUD S CHEVRON                    | 6423 MONTICELLO RD            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1015590799 |              |                                    | 6500 MONTICELLO RD            |              | COLUMBIA     | SC    |                         |
| 29203 | 1004593565 | 110001992577 | RICHARDSON CONST COMPANY           | 6806 MONTICELLO RD            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1016034039 | 110045404184 | RICHARDSON MONTICELLO FILL MIN     | 6806 MONTICELLO RD            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | A100158517 | 822          | RICHARDSON CONSTRUCTION            | 6806 MONTICELLO ROAD          |              | COLUMBIA     | SC    | AST                     |
| 29203 | 1015612178 |              |                                    | 7121 MONTICELLO RD            |              | COLUMBIA     | SC    |                         |
| 29203 | U002040909 | 16945        | COLUMBIA INTERNATIONAL UNIVERSITY  | 7435 MONTICELLO RD            |              | COLUMBIA     | SC    | LUST, UST               |
| 29203 | 1007838041 | 110020020323 | S & P HOUSE MOVING COMPANY INC     | 8700 MONTICELLO RD            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1004594518 | SCD980310460 | MARTIN MARIETTA NORTH COLUMBIA QL  | MONTICELLO RD HWY 215         | **           | COLUMBIA     | SC    | RCRA-CESQG              |
| 29203 | U003523898 | 7576         | N COLUMBUS QUARRY                  | MONTICELLO RD HWY 215 N       | **           | COLUMBIA     | SC    | UST                     |
| 29203 | 1007227137 | 110016982871 | N COLUMBUS QUARRY                  | MONTICELLO RD HWY 215 NORTH   | **           | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1005852194 | 110008549339 | REA CONSTRUCTION CO - NORTH COLU   | MONTICELLO TRAIL              | **           | COLUMBIA     | SC    | FINDS                   |
| 29203 | A100205597 | 1843         | NEFF RENTAL                        | 108 N MONTIGUE                |              | COLUMBIA     | SC    | AST                     |
| 29203 | 1007241217 | 110017128847 | LAKE ELIZABETH ESTATES             | 359 NINA LEE DR               |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007226450 | 110016975843 | WOMEN PHYSICIANS ASSOCIATES OB-G'  | NINE RICHLAND MEDICAL PARK    |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007085789 | 110015635428 | COOSAWHATCHIE LAND COMPANY LLC     | OFF I-95 AT COOSWHATCHIE EXIT | **           | COOSWHATCHIE | SC    | FINDS                   |
| 29203 | S109362495 |              | COOSAWHATCHIE LAND COMPANY LLC     | OFF I-95 AT COOSWHATCHIE EXIT | **           | COOSWHATCHIE | SC    | NPDES                   |
| 29203 | 1014967640 |              |                                    | 101 OLD COACH DR              |              | COLUMBIA     | SC    | EDR Historical Cleaners |
| 29203 | 1007263442 | 110017382660 | FORD LAUNDRY SERVICES              | 829 OLD OAK DR                |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007259376 | 110017324304 | SOUTH CAROLINA COMPREHENSIVE BRE   | ONE MEDICAL PARK              | **           | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1014473374 | SCR000772772 | PROFESSIONAL PATHOLOGY SERVICES    | ONE SCIENCE CT 200            |              | COLUMBIA     | SC    | RCRA-CESQG              |
| 29203 | 1014835163 | 110043587160 | PROFESSIONAL PATHOLOGY SERVICES    | ONE SCIENCE CT 200            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007231757 | 110017030434 | ATLANTA MOTOR LINES INCORPORATED   | 131 OVERLAND DRIVE            |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1007235879 | 110017073156 | LINCOLNSHIRE HOMEOWNERS ASSOC      | 200 PAYTON PL                 |              | COLUMBIA     | SC    | FINDS                   |
| 29203 | 1015455308 |              |                                    | 3728 PEARL ST                 |              | COLUMBIA     | SC    |                         |
| 29203 | 1015455444 |              |                                    | 3730 PEARL ST                 |              | COLUMBIA     | SC    |                         |
| 29203 | 1015455589 |              |                                    | 3734 PEARL ST                 |              | COLUMBIA     | SC    |                         |
| 29203 | U003525407 | 7593         | SOUTHERN LUBRICANTS                | 3740 PEARL ST                 |              | COLUMBIA     | SC    | UST                     |

## EDR ZIP Code Scan Report

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| ZIP   | EDR-ID     | Facility ID  | Name                              | Address                      | Map/Dir/Dist | City     | State | Databases               |
|-------|------------|--------------|-----------------------------------|------------------------------|--------------|----------|-------|-------------------------|
| 29203 | 1007231726 | 110017030103 | SOUTHERN LUBRICANTS               | 3740 PEARL ST                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015240305 |              |                                   | 1510 PEEPLES ST              |              | COLUMBIA | SC    |                         |
| 29203 | 1015268827 |              |                                   | 1717 PEEPLES ST              |              | COLUMBIA | SC    |                         |
| 29203 | S108281678 |              | COASTAL CONCRETE SOUTHEAST II LLC | 1701 PEOPLES ST              |              | COLUMBIA | SC    | AIRS                    |
| 29203 | 1004593876 | 110056422456 | COASTAL CONCRETE SOUTHEAST II LLC | 1701 PEOPLES ST              |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1016118891 | 110001993488 | COASTAL CONCRETE INCORPORATED C   | 1701 PEOPLES STREET          |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015049324 |              |                                   | 3608 PHILLIPS ST             |              | COLUMBIA | SC    | EDR Historical Cleaners |
| 29203 | 1007232075 | 110017033681 | SOX & FREEMAN                     | 3625 PHILLIPS ST             |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015156662 |              |                                   | 111 PLUMBERS RD              |              | COLUMBIA | SC    |                         |
| 29203 | 1004779968 | 110002243705 | QUALITY ELECTRONICS INCORPORATED  | 209 PLUMBERS RD              |              | COLUMBIA | SC    | RCRA-CESQG, FINDS       |
| 29203 | 1007835451 | 110019994416 | FAIRWAY APARTMENTS                | 350 POWELL RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1005790210 | 110002237883 | RICHLAND COUNTY EAST BLUFF        | 400 POWELL RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1006084652 | 110002237874 | RICHLAND COUNTY STONEGATE SD      | 400 POWELL RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1004595400 | 110002237865 | RICHLAND COUNTY NICHOLAS CREEK    | 400 POWELL RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1005791537 | 110002182637 | RICHLAND COUNTY C&D               | 400 POWELL RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007244707 | 110017165280 | RICHLAND COUNTY WHITE ROCK REGIOI | 400 POWELL RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1005790211 | 110002237892 | RICHLAND COUNTY LOST CRK SD       | 400 POWELL RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1008010551 | 110008555660 | RICHLAND COUNTY EASTOVER WWTP     | 400 POWELL RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1008009728 | 110002260099 | BLYTHEWOOD FIRE STATION           | 400 POWELL RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007228467 | 110016996544 | RICHLAND COUNTY FINANCE           | 400 POWELL ROAD              |              | COLUMBIA | SC    | FINDS                   |
| 29203 | S109516562 |              | RICHLAND COUNTY SHERIFF SUBSTATIO | 401 POWELL RD                |              | COLUMBIA | SC    | UIC                     |
| 29203 | 1007247993 | 110017199217 | SHERIFFS DEPARTMENT               | 401 POWELL ST                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015485632 |              |                                   | 420 POWELL RD                |              | COLUMBIA | SC    |                         |
| 29203 | 1015578495 |              |                                   | 618 PRESCOTT RD              |              | COLUMBIA | SC    |                         |
| 29203 | 1007256120 | 110017290395 | RICHLAND NORTHEAST FAMILY DENTIST | 700 RABON RD                 |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007259851 | 110017329274 | IMAGECARE LLC                     | 710 RABON RD                 |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015641677 |              |                                   | 8060 RAILROAD AVE            |              | COLUMBIA | SC    |                         |
| 29203 | 1007833838 | 110019978274 | SCE&G                             | 111 RESEARCH DR              |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1012093606 | 110038800465 | CONTINENTAL AUTOMOTIVE SYS- EXEMF | 121 RESEARCH DR              |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007371642 | SCR000765701 | PURE POWER TECHNOLOGIES LLC       | 121 RESEARCH DR              |              | COLUMBIA | SC    | RCRAInfo-SQG            |
| 29203 | 1007153550 | 110016685915 | SIEMENS VDO AUTOMOTIVE            | 121 RESEARCH DRIVE           |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015525816 |              |                                   | 5023 RHETT ST                |              | COLUMBIA | SC    |                         |
| 29203 | 1007230116 | 110017013471 | MOORE ORTHOPAEDIC CLINIC PA       | 14 RICHLAND MEDICAL PARK     |              | COLUMBIA | SC    | FINDS                   |
| 29203 | U003520378 | 17254        | COLUMBIA DIALYSIS CENTER          | 2 RICHLAND MEDICAL PARK      |              | COLUMBIA | SC    | UST                     |
| 29203 | 1007231819 | 110017031095 | COLUMBIA DIALYSIS CENTER          | 2 RICHLAND MEDICAL PARK      |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1000242324 | SCD078051778 | PALMETTO HEALTH RICHLAND          | 5 RICHLAND MEDICAL PARK      |              | COLUMBIA | SC    | ICIS, RCRAInfo-SQG      |
| 29203 | 1016118967 | 110004938471 | RICHLAND MEMORIAL HOSPITAL        | 5 RICHLAND MEDICAL PARK      |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007248476 | 110017204194 | DIMITRIS N MIHAILIDIS PHD         | 7 RICHLAND MEMORIAL HOSPITAL | **           | COLUMBIA | SC    | FINDS                   |
| 29203 | 1005791168 | 110002188249 | DUNSTON HILLS SD/DELTA INVESTM    | RICHLAND COUNTY RT 1 BOX 701 | **           | COLUMBIA | SC    | FINDS                   |
| 29203 | 1007236023 | 110017074716 | RICHLAND NORTHEAST IND PARK       | RICHLAND NE IND PARK         | **           | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015066177 |              |                                   | 4823 RIDGEWOOD AVE           |              | COLUMBIA | SC    | EDR Historical Cleaners |
| 29203 | 1016634785 | 110043455640 | BABCOCK CENTERA?S DAVID E. STEWAF | 5540 RIDGEWOOD CAMP ROAD     |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1014835892 |              | BABCOCK CENTER+S DAVID E. STEWAR  | 5540 RIDGEWOOD CAMP ROAD     |              | COLUMBIA | SC    | US BROWNFIELDS          |
| 29203 | 1010351783 | 110030912751 | BETHEL BISHOP CHAPPELLE MEMORIAL  | 100 RIPPLEMEYER AVE #15      |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1014835174 |              | 4000 RIVER DRIVE                  | 4000 RIVER DRIVE             |              | COLUMBIA | SC    | US BROWNFIELDS          |
| 29203 | 1016358872 | 110043637552 | 4000 RIVER DRIVE                  | 4000 RIVER DRIVE             |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 2003635908 |              |                                   | 312 SHARP ROAD               |              | COLUMBIA | SC    | ERNS                    |
| 29203 | 1007231751 | 110017030363 | SOUTHERN BELL CLMAS CAB           | 129 SHARPE RD                |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 2003635003 |              |                                   | 312 SHARPE RD                |              | COLUMBIA | SC    | ERNS                    |
| 29203 | 1004781194 | 110002181503 | PROVIDENCE ENVIRONMENTAL CONCEP   | 312 SHARPE RD                |              | COLUMBIA | SC    | RCRA-CESQG, FINDS       |
| 29203 | S109515652 |              | COLUMBIA METRO WASTEWATER TREAT   | 1200 SIMON TREE LN           |              | COLUMBIA | SC    | AIRS, NPDES             |
| 29203 | 1007258548 | 110017315831 | OUTEN INC                         | 7132 SPROTT ST               |              | COLUMBIA | SC    | FINDS                   |
| 29203 | S105621445 |              | ARNOLD'S PROFESSIONAL GARMENT CA  | 101 SUNBELT BLVD             |              | COLUMBIA | SC    | DRYCLEANERS, SHWS       |
| 29203 | 1000449056 | 110002191663 | ARNOLDS CLEANERS                  | 101 SUNBELT DRIVE            |              | COLUMBIA | SC    | RCRA-NonGen, FINDS      |
| 29203 | 1010552699 | 110032660083 | IMPERIAL POOLS                    | 109 SUNBELT BLVD             |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1010567648 | SCR000769281 | IMPERIAL POOLS                    | 109 SUNBELT BLVD             |              | COLUMBIA | SC    | RCRA-CESQG              |
| 29203 | 1012194764 |              | CHEMSTATION OF SOUTH CAROLINA     | 110 SUNBELT BLVD             |              | COLUMBIA | SC    | SSTS                    |
| 29203 | 1009304268 |              | CHEMSTATION OF SC                 | 110 SUNBELT BLVD             |              | COLUMBIA | SC    | SSTS                    |
| 29203 | S113913017 |              | CHEM STATION                      | 110 SUNBELT BLVD.            |              | COLUMBIA | SC    | SWRCY                   |
| 29203 | U003520611 | 7467         | CROWN ENTERPRISES INC             | 113 SUNBELT BLVD             |              | COLUMBIA | SC    | UST                     |
| 29203 | 1012218954 | 110040510658 | CONCEPT PACKAGING GROUP           | 7 SUNBELT CT                 |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1001969307 | 110002243493 | SAMS CLUB 8283                    | 1401 SUNSET DR               |              | COLUMBIA | SC    | RCRA-NonGen, FINDS      |
| 29203 | 1007232608 | 110017039131 | FORMER TEXACO STATION             | 1749 SUNSET DR               |              | COLUMBIA | SC    | FINDS                   |
| 29203 | U003521471 | 14638        | FORMER TEXACO STATION             | 1749 SUNSET DR               |              | COLUMBIA | SC    | UST                     |
| 29203 | U003520367 | 7443         | COLORCRAFT                        | 331 SUNSET SHOP CT           | **           | COLUMBIA | SC    | UST                     |
| 29203 | 1007227106 | 110016982531 | COLORCRAFT                        | 331 SUNSET SHOP CT           | **           | COLUMBIA | SC    | FINDS                   |
| 29203 | 1015638827 |              |                                   | 801 SUNSET DR                |              | COLUMBIA | SC    |                         |
| 29203 | 1015106405 |              |                                   | 922 SUNSET DR                |              | COLUMBIA | SC    | EDR Historical Cleaners |
| 29203 | 1007224777 | 110016958416 | HAPPY DAYS MHP                    | 130 TABOR DR                 |              | COLUMBIA | SC    | FINDS                   |
| 29203 | 1017384475 | 110062725145 | MRS/THE INK CO-EXEMPT             | AD TEAM                      | **           | COLUMBIA | SC    | FINDS                   |
| 29203 | 1004780966 | SCR000004655 | THE RITEDOSE CORP                 | 1 TECHNOLOGY CIR             |              | COLUMBIA | SC    | RCRAInfo-SQG            |

## EDR ZIP Code Scan Report

32.c

| ZIP   | EDR-ID     | Facility ID  | Name                              | Address                         | Map/Dir/Dist | City     | State | Databases                        |
|-------|------------|--------------|-----------------------------------|---------------------------------|--------------|----------|-------|----------------------------------|
| 29203 | 1007243321 | 110017150875 | SEC DONOHUE INC                   | 11 TECHNOLOGY CIR               |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007259732 | 110017328024 | QORE PROPERTY SCIENCES - COLUMBIA | 3 TECHNOLOGY CIR                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1012218935 | 110040510756 | COLITE INTERNATIONAL LTD          | 5 TECHNOLOGY CIR                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1016120441 | 110002244768 | DANA CORP                         | 5 TECHNOLOGY CIR                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | S110824589 |              | COLITE INTERNATIONAL LTD          | 5 TECHNOLOGY CIR                |              | COLUMBIA | SC    | AIRS                             |
| 29203 | 1004780185 | SCD981868326 | COLITE INTERNATIONAL LTD          | 5 TECHNOLOGY CIRCLE             |              | COLUMBIA | SC    | RCRA-CESQG                       |
| 29203 | 1007234241 | 110017056139 | USC-UNIVERSITY SPECIALTY CLINICS  | TWO MEDICAL PARK STE 202        | **           | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007236821 | 110017082896 | UNIVERSITY ORTHOPEDIC             | TWO RICHLAND PARK STE L09 & L10 | **           | COLUMBIA | SC    | FINDS                            |
| 29203 | 1004780849 | 110004942457 | SMITH & SONS BODY & PAINT SHOP    | 5720 WESTON AVE                 |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                |
| 29203 | U002234758 | 16602        | SC DEPT OF MENTAL HEALTH          | WILLIAMS BUILDING               | **           | COLUMBIA | SC    | UST                              |
| 29203 | 1007239027 | 110017105871 | ARDEN FACILITY GLC 91252          | 6001 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | U003558550 | 7456         | SOUTHERN BELL CLMASCAR            | 6001 WILSON BLVD                |              | COLUMBIA | SC    | LUST, UST                        |
| 29203 | 1004779811 | 110002190995 | BST CLMASCA 91252                 | 6001 WILSON BOULEVARD           |              | COLUMBIA | SC    | RCRA-CESQG, FINDS                |
| 29203 | U003620391 | 9732         | TRAVEL CENTERS OF AMERICA         | 7400 WILSON BLVD                |              | COLUMBIA | SC    | GWCI, RCR, LUST, SPILLS, UST     |
| 29203 | 1007239145 | 110017107067 | COLUMBIA 20 TRAVEL CENTER         | 7400 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1012145324 | 110039153643 | SAV-A-TON                         | 7421 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | U004018161 | 17601        | GAZ BAH 15                        | 7426 WILSON BLVD                |              | COLUMBIA | SC    | UST                              |
| 29203 | 1007226759 | 110016978993 | MERKS BP                          | 7426 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1015634838 |              |                                   | 7917 WILSON BLVD                |              | COLUMBIA | SC    |                                  |
| 29203 | 1014835099 | 110040757641 | BENTLEY MARINE GROUP LLC          | 8000 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1015750257 | SCR000773044 | BENTLEY BOATS                     | 8000 WILSON BLVD                |              | COLUMBIA | SC    | RCRA-NonGen                      |
| 29203 | S114129931 |              | BENTLEY BOATS                     | 8000 WILSON BLVD                |              | COLUMBIA | SC    | BROWNFIELDS, VCP, ALLSITES, SHWS |
| 29203 | 1016037079 | 110046091509 | BENTLEY BOATS                     | 8000 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1000242326 | SCD982171654 | RICHLAND SCHOOL BUS SHOP          | 8016 WILSON BLVD                |              | COLUMBIA | SC    | RCRA-CESQG, LUST, UST            |
| 29203 | 1005791323 | 110002186429 | SC DEPARTMENT OF EDUCATION RICHL  | 8016 WILSON BOULEVARD           |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007258653 | 110017316956 | TRIP CONSTRUCTION COMPANY         | 8400 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1015661996 |              |                                   | 8800 WILSON BLVD                |              | COLUMBIA | SC    |                                  |
| 29203 | U003620839 | 13024        | AM PM FOOD MART                   | 8825 WILSON BLVD                |              | COLUMBIA | SC    | UST                              |
| 29203 | 1007235255 | 110017066663 | HOWARDS UNITED 21                 | 8825 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007244626 | 110017164478 | LEVER SALES INC                   | 9227 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007245845 | 110017177151 | DOZIER LEVER                      | 9327 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007242951 | 110017147078 | PITT STOP 20                      | 9401 WILSON BLVD                |              | COLUMBIA | SC    | FINDS                            |
| 29203 | U003620325 | 7841         | QUICK STOP                        | 9401 WILSON BLVD                |              | COLUMBIA | SC    | GWCI, LUST, UST                  |
| 29203 | 1016119078 | 110002191333 | MIDLAND CLARKLIFT INCORPORATED    | 115 WINDHILL RD                 |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1004780477 | SCD987580552 | MIDLAND CLARKLIFT INC             | 115 WINDHILL ROAD               |              | COLUMBIA | SC    | RCRA-CESQG                       |
| 29203 | 1007241314 | 110017129855 | NORTH BROTHERS INC                | 145 WINDHILL DR STE 400         |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007241174 | 110017128400 | PERFORMANCE ABATEMENT SERVICES    | 145 WINDHILL DR STE 400         |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007242741 | 110017144918 | NB ENVIRONMENTAL INC              | 145 WINDHILL DR STE 400         |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007837205 | 110020011949 | LITTLE ZION BAPTIST CHURCH        | 8229 WINNSBORO RD               |              | COLUMBIA | SC    | FINDS                            |
| 29203 | 1007061339 | 110008569557 | RIGHTSELL HOMESTEAD               | 1109 WINTER WOOD RD             |              | COLUMBIA | SC    | FINDS                            |

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

## STANDARD ENVIRONMENTAL RECORDS

### ***Federal NPL site list***

#### **NPL: National Priority List**

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 03/26/2015  | Source: EPA                            |
| Date Data Arrived at EDR: 04/08/2015    | Telephone: N/A                         |
| Date Made Active in Reports: 06/22/2015 | Last EDR Contact: 04/08/2015           |
| Number of Days to Update: 75            | Next Scheduled EDR Contact: 07/20/2015 |
|                                         | Data Release Frequency: Quarterly      |

#### **NPL Site Boundaries**

##### **Sources:**

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 6  
Telephone: 214-655-6659

EPA Region 3  
Telephone 215-814-5418

EPA Region 7  
Telephone: 913-551-7247

EPA Region 4  
Telephone 404-562-8033

EPA Region 8  
Telephone: 303-312-6774

EPA Region 5  
Telephone 312-886-6686

EPA Region 9  
Telephone: 415-947-4246

EPA Region 10  
Telephone 206-553-8665

#### **Proposed NPL: Proposed National Priority List Sites**

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 03/26/2015  | Source: EPA                            |
| Date Data Arrived at EDR: 04/08/2015    | Telephone: N/A                         |
| Date Made Active in Reports: 06/22/2015 | Last EDR Contact: 04/08/2015           |
| Number of Days to Update: 75            | Next Scheduled EDR Contact: 07/20/2015 |
|                                         | Data Release Frequency: Quarterly      |

#### **NPL LIENS: Federal Superfund Liens**

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

|                                         |                                           |
|-----------------------------------------|-------------------------------------------|
| Date of Government Version: 10/15/1991  | Source: EPA                               |
| Date Data Arrived at EDR: 02/02/1994    | Telephone: 202-564-4267                   |
| Date Made Active in Reports: 03/30/1994 | Last EDR Contact: 08/15/2011              |
| Number of Days to Update: 56            | Next Scheduled EDR Contact: 11/28/2011    |
|                                         | Data Release Frequency: No Update Planned |

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal Delisted NPL site list***

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425(e), sites may be deleted from the NPL where no further response is appropriate.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 03/26/2015  | Source: EPA                            |
| Date Data Arrived at EDR: 04/08/2015    | Telephone: N/A                         |
| Date Made Active in Reports: 06/22/2015 | Last EDR Contact: 04/08/2015           |
| Number of Days to Update: 75            | Next Scheduled EDR Contact: 07/20/2015 |
|                                         | Data Release Frequency: Quarterly      |

## ***Federal CERCLIS list***

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 10/25/2013  | Source: EPA                            |
| Date Data Arrived at EDR: 11/11/2013    | Telephone: 703-412-9810                |
| Date Made Active in Reports: 02/13/2014 | Last EDR Contact: 05/29/2015           |
| Number of Days to Update: 94            | Next Scheduled EDR Contact: 09/07/2015 |
|                                         | Data Release Frequency: Quarterly      |

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 03/26/2015  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 04/08/2015    | Telephone: 703-603-8704                 |
| Date Made Active in Reports: 06/11/2015 | Last EDR Contact: 04/08/2015            |
| Number of Days to Update: 64            | Next Scheduled EDR Contact: 07/20/2015  |
|                                         | Data Release Frequency: Varies          |

## ***Federal CERCLIS NFRAP site List***

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 10/25/2013  | Source: EPA                            |
| Date Data Arrived at EDR: 11/11/2013    | Telephone: 703-412-9810                |
| Date Made Active in Reports: 02/13/2014 | Last EDR Contact: 05/29/2015           |
| Number of Days to Update: 94            | Next Scheduled EDR Contact: 09/07/2015 |
|                                         | Data Release Frequency: Quarterly      |

## ***Federal RCRA CORRACTS facilities list***

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/10/2015  
 Date Data Arrived at EDR: 03/31/2015  
 Date Made Active in Reports: 06/11/2015  
 Number of Days to Update: 72

Source: EPA  
 Telephone: 800-424-9346  
 Last EDR Contact: 06/26/2015  
 Next Scheduled EDR Contact: 10/12/2015  
 Data Release Frequency: Quarterly

## ***Federal RCRA non-CORRACTS TSD facilities list***

### **RCRA-TSDF: RCRA - Treatment, Storage and Disposal**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 03/10/2015  
 Date Data Arrived at EDR: 03/31/2015  
 Date Made Active in Reports: 06/11/2015  
 Number of Days to Update: 72

Source: Environmental Protection Agency  
 Telephone: (404) 562-8651  
 Last EDR Contact: 06/26/2015  
 Next Scheduled EDR Contact: 10/12/2015  
 Data Release Frequency: Quarterly

## ***Federal RCRA generators list***

### **RCRA-LQG: RCRA - Large Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/10/2015  
 Date Data Arrived at EDR: 03/31/2015  
 Date Made Active in Reports: 06/11/2015  
 Number of Days to Update: 72

Source: Environmental Protection Agency  
 Telephone: (404) 562-8651  
 Last EDR Contact: 06/26/2015  
 Next Scheduled EDR Contact: 10/12/2015  
 Data Release Frequency: Quarterly

### **RCRA-SQG: RCRA - Small Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 03/10/2015  
 Date Data Arrived at EDR: 03/31/2015  
 Date Made Active in Reports: 06/11/2015  
 Number of Days to Update: 72

Source: Environmental Protection Agency  
 Telephone: (404) 562-8651  
 Last EDR Contact: 06/26/2015  
 Next Scheduled EDR Contact: 10/12/2015  
 Data Release Frequency: Quarterly

### **RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/10/2015  
 Date Data Arrived at EDR: 03/31/2015  
 Date Made Active in Reports: 06/11/2015  
 Number of Days to Update: 72

Source: Environmental Protection Agency  
 Telephone: (404) 562-8651  
 Last EDR Contact: 06/26/2015  
 Next Scheduled EDR Contact: 10/12/2015  
 Data Release Frequency: Varies



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal institutional controls / engineering controls registries***

### US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 03/16/2015  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 03/17/2015    | Telephone: 703-603-0695                 |
| Date Made Active in Reports: 06/02/2015 | Last EDR Contact: 06/01/2015            |
| Number of Days to Update: 77            | Next Scheduled EDR Contact: 09/14/2015  |
|                                         | Data Release Frequency: Varies          |

### US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 03/16/2015  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 03/17/2015    | Telephone: 703-603-0695                 |
| Date Made Active in Reports: 06/02/2015 | Last EDR Contact: 06/01/2015            |
| Number of Days to Update: 77            | Next Scheduled EDR Contact: 09/14/2015  |
|                                         | Data Release Frequency: Varies          |

### LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 05/28/2015  | Source: Department of the Navy         |
| Date Data Arrived at EDR: 05/29/2015    | Telephone: 843-820-7326                |
| Date Made Active in Reports: 06/11/2015 | Last EDR Contact: 05/18/2015           |
| Number of Days to Update: 13            | Next Scheduled EDR Contact: 08/31/2015 |
|                                         | Data Release Frequency: Varies         |

## ***Federal ERNS list***

### ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

|                                         |                                                             |
|-----------------------------------------|-------------------------------------------------------------|
| Date of Government Version: 03/30/2015  | Source: National Response Center, United States Coast Guard |
| Date Data Arrived at EDR: 03/31/2015    | Telephone: 202-267-2180                                     |
| Date Made Active in Reports: 06/02/2015 | Last EDR Contact: 06/26/2015                                |
| Number of Days to Update: 63            | Next Scheduled EDR Contact: 10/12/2015                      |
|                                         | Data Release Frequency: Annually                            |

## ***State- and tribal - equivalent CERCLIS***

### SHWS: Site Assessment Section Project List

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

|                                         |                                                        |
|-----------------------------------------|--------------------------------------------------------|
| Date of Government Version: 03/23/2015  | Source: Department of Health and Environmental Control |
| Date Data Arrived at EDR: 03/25/2015    | Telephone: 803-734-5376                                |
| Date Made Active in Reports: 04/07/2015 | Last EDR Contact: 06/15/2015                           |
| Number of Days to Update: 13            | Next Scheduled EDR Contact: 09/28/2015                 |
|                                         | Data Release Frequency: Annually                       |

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***State and tribal landfill and/or solid waste disposal site lists***

### SWF/LF: Permitted Landfills List

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 03/23/2015  
 Date Data Arrived at EDR: 03/24/2015  
 Date Made Active in Reports: 04/07/2015  
 Number of Days to Update: 14

Source: Department of Health and Environmental Control  
 Telephone: 803-734-5165  
 Source: Department of Health and Environmental Control, GIS Section  
 Telephone: 803-896-4084  
 Last EDR Contact: 06/15/2015  
 Next Scheduled EDR Contact: 09/28/2015  
 Data Release Frequency: Varies

## ***State and tribal leaking storage tank lists***

### LUST: Leaking Underground Storage Tank List

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 02/27/2015  
 Date Data Arrived at EDR: 03/03/2015  
 Date Made Active in Reports: 03/17/2015  
 Number of Days to Update: 14

Source: Department of Health and Environmental Control  
 Telephone: 803-898-4350  
 Last EDR Contact: 04/27/2015  
 Next Scheduled EDR Contact: 08/10/2015  
 Data Release Frequency: Quarterly

### INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 03/30/2015  
 Date Data Arrived at EDR: 04/28/2015  
 Date Made Active in Reports: 06/22/2015  
 Number of Days to Update: 55

Source: EPA Region 7  
 Telephone: 913-551-7003  
 Last EDR Contact: 04/27/2015  
 Next Scheduled EDR Contact: 08/10/2015  
 Data Release Frequency: Varies

### INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 03/17/2015  
 Date Data Arrived at EDR: 05/01/2015  
 Date Made Active in Reports: 06/22/2015  
 Number of Days to Update: 52

Source: EPA Region 6  
 Telephone: 214-665-6597  
 Last EDR Contact: 01/26/2015  
 Next Scheduled EDR Contact: 05/11/2015  
 Data Release Frequency: Varies

### INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land

A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 02/03/2015  
 Date Data Arrived at EDR: 04/30/2015  
 Date Made Active in Reports: 06/22/2015  
 Number of Days to Update: 53

Source: EPA Region 1  
 Telephone: 617-918-1313  
 Last EDR Contact: 04/03/2015  
 Next Scheduled EDR Contact: 08/10/2015  
 Data Release Frequency: Varies

### INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land

Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/30/2015  
 Date Data Arrived at EDR: 05/29/2015  
 Date Made Active in Reports: 06/22/2015  
 Number of Days to Update: 24

Source: EPA, Region 5  
 Telephone: 312-886-7439  
 Last EDR Contact: 04/27/2015  
 Next Scheduled EDR Contact: 08/10/2015  
 Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 04/30/2015  | Source: EPA Region 8                   |
| Date Data Arrived at EDR: 05/05/2015    | Telephone: 303-312-6271                |
| Date Made Active in Reports: 06/22/2015 | Last EDR Contact: 04/27/2015           |
| Number of Days to Update: 48            | Next Scheduled EDR Contact: 08/10/2015 |
|                                         | Data Release Frequency: Quarterly      |

## INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 01/08/2015  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 01/08/2015    | Telephone: 415-972-3372                 |
| Date Made Active in Reports: 02/09/2015 | Last EDR Contact: 01/08/2015            |
| Number of Days to Update: 32            | Next Scheduled EDR Contact: 05/11/2015  |
|                                         | Data Release Frequency: Quarterly       |

## INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 02/03/2015  | Source: EPA Region 10                  |
| Date Data Arrived at EDR: 02/12/2015    | Telephone: 206-553-2857                |
| Date Made Active in Reports: 03/13/2015 | Last EDR Contact: 04/27/2015           |
| Number of Days to Update: 29            | Next Scheduled EDR Contact: 08/10/2015 |
|                                         | Data Release Frequency: Quarterly      |

## INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 09/30/2014  | Source: EPA Region 4                   |
| Date Data Arrived at EDR: 03/03/2015    | Telephone: 404-562-8677                |
| Date Made Active in Reports: 03/13/2015 | Last EDR Contact: 04/27/2015           |
| Number of Days to Update: 10            | Next Scheduled EDR Contact: 08/10/2015 |
|                                         | Data Release Frequency: Semi-Annually  |

### **State and tribal registered storage tank lists**

#### UST: Comprehensive Underground Storage Tanks

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

|                                         |                                                        |
|-----------------------------------------|--------------------------------------------------------|
| Date of Government Version: 02/27/2015  | Source: Department of Health and Environmental Control |
| Date Data Arrived at EDR: 03/03/2015    | Telephone: 803-896-7957                                |
| Date Made Active in Reports: 03/17/2015 | Last EDR Contact: 04/27/2015                           |
| Number of Days to Update: 14            | Next Scheduled EDR Contact: 08/10/2015                 |
|                                         | Data Release Frequency: Quarterly                      |

#### AST: Aboveground Storage Tank List

Registered Aboveground Storage Tanks.

|                                         |                                                        |
|-----------------------------------------|--------------------------------------------------------|
| Date of Government Version: 03/25/2004  | Source: Department of Health and Environmental Control |
| Date Data Arrived at EDR: 08/04/2004    | Telephone: 803-898-4350                                |
| Date Made Active in Reports: 09/23/2004 | Last EDR Contact: 02/26/2015                           |
| Number of Days to Update: 50            | Next Scheduled EDR Contact: 06/15/2015                 |
|                                         | Data Release Frequency: Varies                         |

#### INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 09/30/2014  | Source: EPA Region 4                   |
| Date Data Arrived at EDR: 03/03/2015    | Telephone: 404-562-9424                |
| Date Made Active in Reports: 03/13/2015 | Last EDR Contact: 04/27/2015           |
| Number of Days to Update: 10            | Next Scheduled EDR Contact: 08/10/2015 |
|                                         | Data Release Frequency: Semi-Annually  |

## INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 04/30/2015  | Source: EPA Region 5                   |
| Date Data Arrived at EDR: 05/26/2015    | Telephone: 312-886-6136                |
| Date Made Active in Reports: 06/22/2015 | Last EDR Contact: 04/27/2015           |
| Number of Days to Update: 27            | Next Scheduled EDR Contact: 08/10/2015 |
|                                         | Data Release Frequency: Varies         |

## INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 03/17/2015  | Source: EPA Region 6                   |
| Date Data Arrived at EDR: 05/01/2015    | Telephone: 214-665-7591                |
| Date Made Active in Reports: 06/22/2015 | Last EDR Contact: 01/26/2015           |
| Number of Days to Update: 52            | Next Scheduled EDR Contact: 05/11/2015 |
|                                         | Data Release Frequency: Semi-Annually  |

## INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 09/23/2014  | Source: EPA Region 7                   |
| Date Data Arrived at EDR: 11/25/2014    | Telephone: 913-551-7003                |
| Date Made Active in Reports: 01/29/2015 | Last EDR Contact: 04/27/2015           |
| Number of Days to Update: 65            | Next Scheduled EDR Contact: 08/10/2015 |
|                                         | Data Release Frequency: Varies         |

## INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 04/30/2015  | Source: EPA Region 8                   |
| Date Data Arrived at EDR: 05/05/2015    | Telephone: 303-312-6137                |
| Date Made Active in Reports: 06/22/2015 | Last EDR Contact: 04/27/2015           |
| Number of Days to Update: 48            | Next Scheduled EDR Contact: 08/10/2015 |
|                                         | Data Release Frequency: Quarterly      |

## INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 12/14/2014  | Source: EPA Region 9                   |
| Date Data Arrived at EDR: 02/13/2015    | Telephone: 415-972-3368                |
| Date Made Active in Reports: 03/13/2015 | Last EDR Contact: 01/26/2015           |
| Number of Days to Update: 28            | Next Scheduled EDR Contact: 05/11/2015 |
|                                         | Data Release Frequency: Quarterly      |

## INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 05/06/2015  | Source: EPA Region 10                  |
| Date Data Arrived at EDR: 05/19/2015    | Telephone: 206-553-2857                |
| Date Made Active in Reports: 06/22/2015 | Last EDR Contact: 04/27/2015           |
| Number of Days to Update: 34            | Next Scheduled EDR Contact: 08/10/2015 |
|                                         | Data Release Frequency: Quarterly      |

## INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 02/03/2015  | Source: EPA, Region 1                  |
| Date Data Arrived at EDR: 04/30/2015    | Telephone: 617-918-1313                |
| Date Made Active in Reports: 06/22/2015 | Last EDR Contact: 04/28/2015           |
| Number of Days to Update: 53            | Next Scheduled EDR Contact: 08/10/2015 |
|                                         | Data Release Frequency: Varies         |

## FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 01/01/2010  | Source: FEMA                           |
| Date Data Arrived at EDR: 02/16/2010    | Telephone: 202-646-5797                |
| Date Made Active in Reports: 04/12/2010 | Last EDR Contact: 04/13/2015           |
| Number of Days to Update: 55            | Next Scheduled EDR Contact: 07/27/2015 |
|                                         | Data Release Frequency: Varies         |

## ***State and tribal institutional control / engineering control registries***

### RCR: Registry of Conditional Remedies

The Bureau of Land and Waste Management established this Registry to help monitor and maintain sites that have conditional remedies. A Conditional Remedy is an environmental remedy that includes certain qualifications. These qualifications are divided into two major categories: Remedies requiring Land Use Controls and Conditional No Further Actions.

|                                         |                                                      |
|-----------------------------------------|------------------------------------------------------|
| Date of Government Version: 09/19/2012  | Source: Department of Health & Environmental Control |
| Date Data Arrived at EDR: 09/20/2012    | Telephone: 803-896-4000                              |
| Date Made Active in Reports: 10/22/2012 | Last EDR Contact: 06/17/2015                         |
| Number of Days to Update: 32            | Next Scheduled EDR Contact: 09/28/2015               |
|                                         | Data Release Frequency: Varies                       |

### AUL: Land Use Controls

The term Land Use Controls or "LUCs" encompass institutional controls, such as those involved in real estate interests, governmental permitting, zoning, public advisories, deed notices, and other legal restrictions. The term also includes restrictions on access, whether achieved by means of engineered barriers (e.g., fence or concrete pad) or by human means (e.g., the presence of security guards). Additionally, the term includes both affirmative measures to achieve the desired restrictions (e.g., night lighting of an area) and prohibitive directives (e.g., restrictions on certain types of wells for the duration of the corrective action). Considered altogether, the LUCs for a facility will provide a tool for how the property should be used in order to maintain the level of protectiveness that one or more corrective actions were designed to achieve.

|                                         |                                                      |
|-----------------------------------------|------------------------------------------------------|
| Date of Government Version: 06/15/2015  | Source: Department of Health & Environmental Control |
| Date Data Arrived at EDR: 06/18/2015    | Telephone: 803-896-4049                              |
| Date Made Active in Reports: 07/01/2015 | Last EDR Contact: 06/18/2015                         |
| Number of Days to Update: 13            | Next Scheduled EDR Contact: 09/28/2015               |
|                                         | Data Release Frequency: Varies                       |

## ***State and tribal voluntary cleanup sites***

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## VCP: Voluntary Cleanup Sites

Sites participating in the Voluntary Cleanup Program. Once staff and a non-responsible party have agreed upon an approved scope of work for a site investigation and/or remediation, the party enters into a voluntary cleanup contract. Staff oversees the cleanup efforts to ensure that activities are performed to our satisfaction. Upon completion of the negotiated work in the voluntary cleanup contract, the non-responsible party receives State Superfund liability protection.

Date of Government Version: 07/14/2014  
Date Data Arrived at EDR: 07/25/2014  
Date Made Active in Reports: 08/20/2014  
Number of Days to Update: 26

Source: Department of Health and Environmental Control  
Telephone: 803-896-4049  
Last EDR Contact: 06/15/2015  
Next Scheduled EDR Contact: 09/28/2015  
Data Release Frequency: Varies

## INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 09/29/2014  
Date Data Arrived at EDR: 10/01/2014  
Date Made Active in Reports: 11/06/2014  
Number of Days to Update: 36

Source: EPA, Region 1  
Telephone: 617-918-1102  
Last EDR Contact: 06/26/2015  
Next Scheduled EDR Contact: 10/12/2015  
Data Release Frequency: Varies

## INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008  
Date Data Arrived at EDR: 04/22/2008  
Date Made Active in Reports: 05/19/2008  
Number of Days to Update: 27

Source: EPA, Region 7  
Telephone: 913-551-7365  
Last EDR Contact: 04/20/2009  
Next Scheduled EDR Contact: 07/20/2009  
Data Release Frequency: Varies

## State and tribal Brownfields sites

### BROWNFIELDS: Brownfields Sites Listing

The Brownfields component of the Voluntary Cleanup Program allows a non-responsible party to acquire a contaminated property with State Superfund liability protection for existing contamination by agreeing to perform an environmental assessment and/or remediation.

Date of Government Version: 04/02/2015  
Date Data Arrived at EDR: 04/14/2015  
Date Made Active in Reports: 04/23/2015  
Number of Days to Update: 9

Source: Department of Health & Environmental Control  
Telephone: 803-896-4069  
Last EDR Contact: 06/23/2015  
Next Scheduled EDR Contact: 10/12/2015  
Data Release Frequency: Varies

## ADDITIONAL ENVIRONMENTAL RECORDS

### Local Brownfield lists

#### US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 03/23/2015  
Date Data Arrived at EDR: 03/24/2015  
Date Made Active in Reports: 06/02/2015  
Number of Days to Update: 70

Source: Environmental Protection Agency  
Telephone: 202-566-2777  
Last EDR Contact: 06/24/2015  
Next Scheduled EDR Contact: 10/05/2015  
Data Release Frequency: Semi-Annually



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## **Local Lists of Landfill / Solid Waste Disposal Sites**

### **ODI: Open Dump Inventory**

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985  
Date Data Arrived at EDR: 08/09/2004  
Date Made Active in Reports: 09/17/2004  
Number of Days to Update: 39

Source: Environmental Protection Agency  
Telephone: 800-424-9346  
Last EDR Contact: 06/09/2004  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

### **DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations**

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009  
Date Data Arrived at EDR: 05/07/2009  
Date Made Active in Reports: 09/21/2009  
Number of Days to Update: 137

Source: EPA, Region 9  
Telephone: 415-947-4219  
Last EDR Contact: 04/23/2015  
Next Scheduled EDR Contact: 08/10/2015  
Data Release Frequency: No Update Planned

### **SWRCY: Solid Waste Recycling Facilities**

A listing of recycling center locations.

Date of Government Version: 01/01/2015  
Date Data Arrived at EDR: 03/11/2015  
Date Made Active in Reports: 03/26/2015  
Number of Days to Update: 15

Source: Department of Health & Environmental Control  
Telephone: 803-896-8985  
Last EDR Contact: 06/26/2015  
Next Scheduled EDR Contact: 09/14/2015  
Data Release Frequency: Varies

### **INDIAN ODI: Report on the Status of Open Dumps on Indian Lands**

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998  
Date Data Arrived at EDR: 12/03/2007  
Date Made Active in Reports: 01/24/2008  
Number of Days to Update: 52

Source: Environmental Protection Agency  
Telephone: 703-308-8245  
Last EDR Contact: 05/01/2015  
Next Scheduled EDR Contact: 08/17/2015  
Data Release Frequency: Varies

## **Local Lists of Hazardous waste / Contaminated Sites**

### **US CDL: Clandestine Drug Labs**

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 02/25/2015  
Date Data Arrived at EDR: 03/10/2015  
Date Made Active in Reports: 03/25/2015  
Number of Days to Update: 15

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 05/29/2015  
Next Scheduled EDR Contact: 09/14/2015  
Data Release Frequency: Quarterly

### **ALLSITES: Site Assessment & Remediation Public Record Database**

The South Carolina Department of Health and Environmental Control is pleased to have the Public Record for your review. The purpose of this database is two-fold. First, it will provide to communities another form of notice of cleanup activity, allowing them to have more information about assessment and cleanup activities in their area and in the State. Second, it can assist those seeking to redevelop brownfield properties within South Carolina.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/15/2015  
 Date Data Arrived at EDR: 06/18/2015  
 Date Made Active in Reports: 07/01/2015  
 Number of Days to Update: 13

Source: Department of Health & Environmental Control  
 Telephone: 803-896-4000  
 Last EDR Contact: 06/18/2015  
 Next Scheduled EDR Contact: 09/28/2015  
 Data Release Frequency: Quarterly

## CDL 2: Clandestine Drug Lab Listing

A listing of clandestine drug lab site locations.

Date of Government Version: 01/15/2015  
 Date Data Arrived at EDR: 01/29/2015  
 Date Made Active in Reports: 02/10/2015  
 Number of Days to Update: 12

Source: South Carolina Law Enforcement Division  
 Telephone: 803-896-7136  
 Last EDR Contact: 06/15/2015  
 Next Scheduled EDR Contact: 09/14/2015  
 Data Release Frequency: Varies

## CDL: Clandestine Drug Lab Sites

A listing of clandestine drug lab site locations.

Date of Government Version: 01/24/2012  
 Date Data Arrived at EDR: 01/26/2012  
 Date Made Active in Reports: 02/24/2012  
 Number of Days to Update: 29

Source: Department of Health & Environmental Control  
 Telephone: 803-896-4288  
 Last EDR Contact: 06/01/2015  
 Next Scheduled EDR Contact: 09/21/2015  
 Data Release Frequency: Varies

## US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 02/25/2015  
 Date Data Arrived at EDR: 03/10/2015  
 Date Made Active in Reports: 03/25/2015  
 Number of Days to Update: 15

Source: Drug Enforcement Administration  
 Telephone: 202-307-1000  
 Last EDR Contact: 05/29/2015  
 Next Scheduled EDR Contact: 09/14/2015  
 Data Release Frequency: No Update Planned

## Local Land Records

### LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 02/18/2014  
 Date Data Arrived at EDR: 03/18/2014  
 Date Made Active in Reports: 04/24/2014  
 Number of Days to Update: 37

Source: Environmental Protection Agency  
 Telephone: 202-564-6023  
 Last EDR Contact: 04/27/2015  
 Next Scheduled EDR Contact: 08/10/2015  
 Data Release Frequency: Varies

## Records of Emergency Release Reports

### HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/30/2015  
 Date Data Arrived at EDR: 03/31/2015  
 Date Made Active in Reports: 06/11/2015  
 Number of Days to Update: 72

Source: U.S. Department of Transportation  
 Telephone: 202-366-4555  
 Last EDR Contact: 06/26/2015  
 Next Scheduled EDR Contact: 10/12/2015  
 Data Release Frequency: Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SPILLS: Spill List

Spills and releases of petroleum and hazardous chemicals reported to the Oil & Chemical Emergency Response division.

Date of Government Version: 03/25/2015  
 Date Data Arrived at EDR: 03/26/2015  
 Date Made Active in Reports: 04/07/2015  
 Number of Days to Update: 12

Source: Department of Health and Environmental Control  
 Telephone: 803-898-4111  
 Last EDR Contact: 06/01/2015  
 Next Scheduled EDR Contact: 09/01/2015  
 Data Release Frequency: Varies

## SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 10/25/2012  
 Date Data Arrived at EDR: 01/03/2013  
 Date Made Active in Reports: 03/07/2013  
 Number of Days to Update: 63

Source: FirstSearch  
 Telephone: N/A  
 Last EDR Contact: 01/03/2013  
 Next Scheduled EDR Contact: N/A  
 Data Release Frequency: No Update Planned

## SPILLS 80: SPILLS80 data from FirstSearch

Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 03/26/2001  
 Date Data Arrived at EDR: 01/03/2013  
 Date Made Active in Reports: 03/07/2013  
 Number of Days to Update: 63

Source: FirstSearch  
 Telephone: N/A  
 Last EDR Contact: 01/03/2013  
 Next Scheduled EDR Contact: N/A  
 Data Release Frequency: No Update Planned

## Other Ascertainable Records

### RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 03/10/2015  
 Date Data Arrived at EDR: 03/31/2015  
 Date Made Active in Reports: 06/11/2015  
 Number of Days to Update: 72

Source: Environmental Protection Agency  
 Telephone: (404) 562-8651  
 Last EDR Contact: 06/26/2015  
 Next Scheduled EDR Contact: 10/12/2015  
 Data Release Frequency: Varies

### DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012  
 Date Data Arrived at EDR: 08/07/2012  
 Date Made Active in Reports: 09/18/2012  
 Number of Days to Update: 42

Source: Department of Transportation, Office of Pipeline Safety  
 Telephone: 202-366-4595  
 Last EDR Contact: 05/05/2015  
 Next Scheduled EDR Contact: 08/17/2015  
 Data Release Frequency: Varies

### DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2005  
 Date Data Arrived at EDR: 11/10/2006  
 Date Made Active in Reports: 01/11/2007  
 Number of Days to Update: 62

Source: USGS  
 Telephone: 888-275-8747  
 Last EDR Contact: 04/14/2015  
 Next Scheduled EDR Contact: 07/27/2015  
 Data Release Frequency: Semi-Annually

## FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 06/06/2014  
 Date Data Arrived at EDR: 09/10/2014  
 Date Made Active in Reports: 09/18/2014  
 Number of Days to Update: 8

Source: U.S. Army Corps of Engineers  
 Telephone: 202-528-4285  
 Last EDR Contact: 06/12/2015  
 Next Scheduled EDR Contact: 09/21/2015  
 Data Release Frequency: Varies

## CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2014  
 Date Data Arrived at EDR: 04/17/2015  
 Date Made Active in Reports: 06/02/2015  
 Number of Days to Update: 46

Source: Department of Justice, Consent Decree Library  
 Telephone: Varies  
 Last EDR Contact: 06/22/2015  
 Next Scheduled EDR Contact: 10/12/2015  
 Data Release Frequency: Varies

## ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 11/25/2013  
 Date Data Arrived at EDR: 12/12/2013  
 Date Made Active in Reports: 02/24/2014  
 Number of Days to Update: 74

Source: EPA  
 Telephone: 703-416-0223  
 Last EDR Contact: 06/12/2015  
 Next Scheduled EDR Contact: 09/21/2015  
 Data Release Frequency: Annually

## UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010  
 Date Data Arrived at EDR: 10/07/2011  
 Date Made Active in Reports: 03/01/2012  
 Number of Days to Update: 146

Source: Department of Energy  
 Telephone: 505-845-0011  
 Last EDR Contact: 05/26/2015  
 Next Scheduled EDR Contact: 09/07/2015  
 Data Release Frequency: Varies

## US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 12/30/2014  
 Date Data Arrived at EDR: 12/31/2014  
 Date Made Active in Reports: 01/29/2015  
 Number of Days to Update: 29

Source: Department of Labor, Mine Safety and Health Administration  
 Telephone: 303-231-5959  
 Last EDR Contact: 06/03/2015  
 Next Scheduled EDR Contact: 09/14/2015  
 Data Release Frequency: Semi-Annually

## TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2013  
 Date Data Arrived at EDR: 02/12/2015  
 Date Made Active in Reports: 06/02/2015  
 Number of Days to Update: 110

Source: EPA  
 Telephone: 202-566-0250  
 Last EDR Contact: 01/29/2015  
 Next Scheduled EDR Contact: 06/08/2015  
 Data Release Frequency: Annually

## TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2012  
 Date Data Arrived at EDR: 01/15/2015  
 Date Made Active in Reports: 01/29/2015  
 Number of Days to Update: 14

Source: EPA  
 Telephone: 202-260-5521  
 Last EDR Contact: 06/25/2015  
 Next Scheduled EDR Contact: 10/05/2015  
 Data Release Frequency: Every 4 Years

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)  
 FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009  
 Date Data Arrived at EDR: 04/16/2009  
 Date Made Active in Reports: 05/11/2009  
 Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances  
 Telephone: 202-566-1667  
 Last EDR Contact: 05/20/2015  
 Next Scheduled EDR Contact: 09/07/2015  
 Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)  
 A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009  
 Date Data Arrived at EDR: 04/16/2009  
 Date Made Active in Reports: 05/11/2009  
 Number of Days to Update: 25

Source: EPA  
 Telephone: 202-566-1667  
 Last EDR Contact: 05/20/2015  
 Next Scheduled EDR Contact: 09/07/2015  
 Data Release Frequency: Quarterly

## HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006  
 Date Data Arrived at EDR: 03/01/2007  
 Date Made Active in Reports: 04/10/2007  
 Number of Days to Update: 40

Source: Environmental Protection Agency  
 Telephone: 202-564-2501  
 Last EDR Contact: 12/17/2007  
 Next Scheduled EDR Contact: 03/17/2008  
 Data Release Frequency: No Update Planned

## HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/19/2006  
 Date Data Arrived at EDR: 03/01/2007  
 Date Made Active in Reports: 04/10/2007  
 Number of Days to Update: 40

Source: Environmental Protection Agency  
 Telephone: 202-564-2501  
 Last EDR Contact: 12/17/2008  
 Next Scheduled EDR Contact: 03/17/2008  
 Data Release Frequency: No Update Planned

## SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009  
 Date Data Arrived at EDR: 12/10/2010  
 Date Made Active in Reports: 02/25/2011  
 Number of Days to Update: 77

Source: EPA  
 Telephone: 202-564-4203  
 Last EDR Contact: 04/10/2015  
 Next Scheduled EDR Contact: 08/10/2015  
 Data Release Frequency: Annually

## ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 01/23/2015  
 Date Data Arrived at EDR: 02/06/2015  
 Date Made Active in Reports: 03/09/2015  
 Number of Days to Update: 31

Source: Environmental Protection Agency  
 Telephone: 202-564-5088  
 Last EDR Contact: 04/09/2015  
 Next Scheduled EDR Contact: 07/27/2015  
 Data Release Frequency: Quarterly

## PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 07/01/2014  
 Date Data Arrived at EDR: 10/15/2014  
 Date Made Active in Reports: 11/17/2014  
 Number of Days to Update: 33

Source: EPA  
 Telephone: 202-566-0500  
 Last EDR Contact: 04/17/2015  
 Next Scheduled EDR Contact: 07/27/2015  
 Data Release Frequency: Annually

## MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 03/31/2015  
 Date Data Arrived at EDR: 04/09/2015  
 Date Made Active in Reports: 06/11/2015  
 Number of Days to Update: 63

Source: Nuclear Regulatory Commission  
 Telephone: 301-415-7169  
 Last EDR Contact: 06/04/2015  
 Next Scheduled EDR Contact: 09/21/2015  
 Data Release Frequency: Quarterly

## RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 04/07/2015  
 Date Data Arrived at EDR: 04/09/2015  
 Date Made Active in Reports: 06/11/2015  
 Number of Days to Update: 63

Source: Environmental Protection Agency  
 Telephone: 202-343-9775  
 Last EDR Contact: 04/09/2015  
 Next Scheduled EDR Contact: 07/20/2015  
 Data Release Frequency: Quarterly



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 01/18/2015  | Source: EPA                            |
| Date Data Arrived at EDR: 02/27/2015    | Telephone: (404) 562-9900              |
| Date Made Active in Reports: 03/25/2015 | Last EDR Contact: 06/10/2015           |
| Number of Days to Update: 26            | Next Scheduled EDR Contact: 09/21/2015 |
|                                         | Data Release Frequency: Quarterly      |

## RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

|                                         |                                           |
|-----------------------------------------|-------------------------------------------|
| Date of Government Version: 04/17/1995  | Source: EPA                               |
| Date Data Arrived at EDR: 07/03/1995    | Telephone: 202-564-4104                   |
| Date Made Active in Reports: 08/07/1995 | Last EDR Contact: 06/02/2008              |
| Number of Days to Update: 35            | Next Scheduled EDR Contact: 09/01/2008    |
|                                         | Data Release Frequency: No Update Planned |

## RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 02/01/2015  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 02/13/2015    | Telephone: 202-564-8600                 |
| Date Made Active in Reports: 03/25/2015 | Last EDR Contact: 04/27/2015            |
| Number of Days to Update: 40            | Next Scheduled EDR Contact: 08/10/2015  |
|                                         | Data Release Frequency: Varies          |

## BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 12/31/2011  | Source: EPA/NTIS                       |
| Date Data Arrived at EDR: 02/26/2013    | Telephone: 800-424-9346                |
| Date Made Active in Reports: 04/19/2013 | Last EDR Contact: 05/29/2015           |
| Number of Days to Update: 52            | Next Scheduled EDR Contact: 09/07/2015 |
|                                         | Data Release Frequency: Biennially     |

## GWCI: Groundwater Contamination Inventory

An inventory of all groundwater contamination cases in the state.

|                                         |                                                        |
|-----------------------------------------|--------------------------------------------------------|
| Date of Government Version: 07/01/2008  | Source: Department of Health and Environmental Control |
| Date Data Arrived at EDR: 11/06/2008    | Telephone: 803-898-3798                                |
| Date Made Active in Reports: 11/19/2008 | Last EDR Contact: 06/23/2015                           |
| Number of Days to Update: 13            | Next Scheduled EDR Contact: 10/12/2015                 |
|                                         | Data Release Frequency: Annually                       |

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## UIC: Underground Injection Wells Listing

A listing of underground injection wells locations.

Date of Government Version: 05/01/2015  
 Date Data Arrived at EDR: 06/04/2015  
 Date Made Active in Reports: 07/01/2015  
 Number of Days to Update: 27

Source: Department of Health & Environmental Control  
 Telephone: 803-898-3799  
 Last EDR Contact: 05/07/2015  
 Next Scheduled EDR Contact: 08/24/2015  
 Data Release Frequency: Varies

## DRYCLEANERS: Drycleaner Database

The Drycleaning Facility Restoration Trust Fund database is used to access, prioritize and cleanup contaminated registered drycleaning sites.

Date of Government Version: 02/01/2015  
 Date Data Arrived at EDR: 05/06/2015  
 Date Made Active in Reports: 05/13/2015  
 Number of Days to Update: 7

Source: Department of Health & Environmental Control  
 Telephone: 803-898-3882  
 Last EDR Contact: 05/06/2015  
 Next Scheduled EDR Contact: 08/17/2015  
 Data Release Frequency: Varies

## NPDES: Waste Water Treatment Facilities Listing

A listing of waste water treatment facility locations.

Date of Government Version: 04/07/2015  
 Date Data Arrived at EDR: 04/10/2015  
 Date Made Active in Reports: 05/11/2015  
 Number of Days to Update: 31

Source: Department of Health & Environmental Control  
 Telephone: 803-898-4300  
 Last EDR Contact: 06/22/2015  
 Next Scheduled EDR Contact: 10/05/2015  
 Data Release Frequency: Varies

## AIRS: Permitted Airs Facility Listing

A listing of permitted airs facilities.

Date of Government Version: 12/31/2013  
 Date Data Arrived at EDR: 12/18/2014  
 Date Made Active in Reports: 01/08/2015  
 Number of Days to Update: 21

Source: Department of Health & Environmental Control  
 Telephone: 803-898-4279  
 Last EDR Contact: 06/01/2015  
 Next Scheduled EDR Contact: 09/14/2015  
 Data Release Frequency: Varies

## INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005  
 Date Data Arrived at EDR: 12/08/2006  
 Date Made Active in Reports: 01/11/2007  
 Number of Days to Update: 34

Source: USGS  
 Telephone: 202-208-3710  
 Last EDR Contact: 04/14/2015  
 Next Scheduled EDR Contact: 07/27/2015  
 Data Release Frequency: Semi-Annually

## SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011  
 Date Data Arrived at EDR: 03/09/2011  
 Date Made Active in Reports: 05/02/2011  
 Number of Days to Update: 54

Source: Environmental Protection Agency  
 Telephone: 615-532-8599  
 Last EDR Contact: 05/21/2015  
 Next Scheduled EDR Contact: 08/31/2015  
 Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 10/25/2013  | Source: EPA                            |
| Date Data Arrived at EDR: 10/17/2014    | Telephone: 202-564-6023                |
| Date Made Active in Reports: 10/20/2014 | Last EDR Contact: 05/14/2015           |
| Number of Days to Update: 3             | Next Scheduled EDR Contact: 08/24/2015 |
|                                         | Data Release Frequency: Quarterly      |

## LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

|                                         |                                           |
|-----------------------------------------|-------------------------------------------|
| Date of Government Version: 04/05/2001  | Source: American Journal of Public Health |
| Date Data Arrived at EDR: 10/27/2010    | Telephone: 703-305-6451                   |
| Date Made Active in Reports: 12/02/2010 | Last EDR Contact: 12/02/2009              |
| Number of Days to Update: 36            | Next Scheduled EDR Contact: N/A           |
|                                         | Data Release Frequency: No Update Planned |

## LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 11/25/2014  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 11/26/2014    | Telephone: 703-603-8787                 |
| Date Made Active in Reports: 01/29/2015 | Last EDR Contact: 04/10/2015            |
| Number of Days to Update: 64            | Next Scheduled EDR Contact: 07/20/2015  |
|                                         | Data Release Frequency: Varies          |

## 2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 04/22/2013  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 03/03/2015    | Telephone: 703-308-4044                 |
| Date Made Active in Reports: 03/09/2015 | Last EDR Contact: 05/14/2015            |
| Number of Days to Update: 6             | Next Scheduled EDR Contact: 08/24/2015  |
|                                         | Data Release Frequency: Varies          |

## EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 08/30/2013  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 03/21/2014    | Telephone: 617-520-3000                 |
| Date Made Active in Reports: 06/17/2014 | Last EDR Contact: 05/07/2015            |
| Number of Days to Update: 88            | Next Scheduled EDR Contact: 08/24/2015  |
|                                         | Data Release Frequency: Quarterly       |

## Financial Assurance 2: Financial Assurance Information Listing

Hazardous waste financial assurance information.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/19/2015  
 Date Data Arrived at EDR: 03/24/2015  
 Date Made Active in Reports: 04/07/2015  
 Number of Days to Update: 14

Source: Department of Health & Environmental Control  
 Telephone: 803-898-3880  
 Last EDR Contact: 06/15/2015  
 Next Scheduled EDR Contact: 09/28/2015  
 Data Release Frequency: Varies

## Financial Assurance 3: Financial Assurance Information Listing

UST financial assurance information.

Date of Government Version: 03/05/2015  
 Date Data Arrived at EDR: 03/06/2015  
 Date Made Active in Reports: 03/17/2015  
 Number of Days to Update: 11

Source: Department of Health & Environmental Control  
 Telephone: 803-898-3880  
 Last EDR Contact: 06/01/2015  
 Next Scheduled EDR Contact: 09/14/2015  
 Data Release Frequency: Varies

## PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 02/01/2011  
 Date Data Arrived at EDR: 10/19/2011  
 Date Made Active in Reports: 01/10/2012  
 Number of Days to Update: 83

Source: Environmental Protection Agency  
 Telephone: 202-566-0517  
 Last EDR Contact: 05/01/2015  
 Next Scheduled EDR Contact: 08/10/2015  
 Data Release Frequency: Varies

## Financial Assurance 1: Financial Assurance Information Listing

Financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 03/19/2015  
 Date Data Arrived at EDR: 03/24/2015  
 Date Made Active in Reports: 04/07/2015  
 Number of Days to Update: 14

Source: Department of Health & Environmental Control  
 Telephone: 803-896-4067  
 Last EDR Contact: 06/15/2015  
 Next Scheduled EDR Contact: 09/28/2015  
 Data Release Frequency: Quarterly

## COAL ASH: Coal Ash Disposal Sites

A listing of sites with coal ash ponds.

Date of Government Version: 12/30/2014  
 Date Data Arrived at EDR: 12/31/2014  
 Date Made Active in Reports: 02/09/2015  
 Number of Days to Update: 40

Source: Department of Health & Environmental Control  
 Telephone: 803-898-3964  
 Last EDR Contact: 06/22/2015  
 Next Scheduled EDR Contact: 10/05/2015  
 Data Release Frequency: Varies

## US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/16/2014  
 Date Data Arrived at EDR: 10/31/2014  
 Date Made Active in Reports: 11/17/2014  
 Number of Days to Update: 17

Source: EPA  
 Telephone: 202-564-2496  
 Last EDR Contact: 06/22/2015  
 Next Scheduled EDR Contact: 10/22/2015  
 Data Release Frequency: Annually

## FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 12/31/2005  | Source: U.S. Geological Survey         |
| Date Data Arrived at EDR: 02/06/2006    | Telephone: 888-275-8747                |
| Date Made Active in Reports: 01/11/2007 | Last EDR Contact: 04/14/2015           |
| Number of Days to Update: 339           | Next Scheduled EDR Contact: 07/27/2015 |
|                                         | Data Release Frequency: N/A            |

## COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 07/01/2014  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 09/10/2014    | Telephone: N/A                          |
| Date Made Active in Reports: 10/20/2014 | Last EDR Contact: 06/12/2015            |
| Number of Days to Update: 40            | Next Scheduled EDR Contact: 09/21/2015  |
|                                         | Data Release Frequency: Varies          |

## US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Date of Government Version: 03/09/2015  | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 03/10/2015    | Telephone: 202-566-1917                 |
| Date Made Active in Reports: 03/25/2015 | Last EDR Contact: 05/14/2015            |
| Number of Days to Update: 15            | Next Scheduled EDR Contact: 08/31/2015  |
|                                         | Data Release Frequency: Quarterly       |

## COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 12/31/2005  | Source: Department of Energy           |
| Date Data Arrived at EDR: 08/07/2009    | Telephone: 202-586-8719                |
| Date Made Active in Reports: 10/22/2009 | Last EDR Contact: 04/15/2015           |
| Number of Days to Update: 76            | Next Scheduled EDR Contact: 07/27/2015 |
|                                         | Data Release Frequency: Varies         |

## US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Date of Government Version: 10/16/2014  | Source: EPA                            |
| Date Data Arrived at EDR: 10/31/2014    | Telephone: 202-564-2496                |
| Date Made Active in Reports: 11/17/2014 | Last EDR Contact: 06/22/2015           |
| Number of Days to Update: 17            | Next Scheduled EDR Contact: 10/05/2015 |
|                                         | Data Release Frequency: Annually       |

## EDR HIGH RISK HISTORICAL RECORDS

### ***EDR Exclusive Records***

#### EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A  
 Date Data Arrived at EDR: N/A  
 Date Made Active in Reports: N/A  
 Number of Days to Update: N/A

Source: EDR, Inc.  
 Telephone: N/A  
 Last EDR Contact: N/A  
 Next Scheduled EDR Contact: N/A  
 Data Release Frequency: No Update Planned

## EDR US Hist Auto Stat: EDR Exclusive Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
 Date Data Arrived at EDR: N/A  
 Date Made Active in Reports: N/A  
 Number of Days to Update: N/A

Source: EDR, Inc.  
 Telephone: N/A  
 Last EDR Contact: N/A  
 Next Scheduled EDR Contact: N/A  
 Data Release Frequency: Varies

## EDR US Hist Cleaners: EDR Exclusive Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
 Date Data Arrived at EDR: N/A  
 Date Made Active in Reports: N/A  
 Number of Days to Update: N/A

Source: EDR, Inc.  
 Telephone: N/A  
 Last EDR Contact: N/A  
 Next Scheduled EDR Contact: N/A  
 Data Release Frequency: Varies

## EDR RECOVERED GOVERNMENT ARCHIVES

### ***Exclusive Recovered Govt. Archives***

#### RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Health and Environmental Control in South Carolina.

Date of Government Version: N/A  
 Date Data Arrived at EDR: 07/01/2013  
 Date Made Active in Reports: 01/03/2014  
 Number of Days to Update: 186

Source: Department of Health and Environmental Control  
 Telephone: N/A  
 Last EDR Contact: 06/01/2012  
 Next Scheduled EDR Contact: N/A  
 Data Release Frequency: Varies

#### RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Health and Environmental Control in South Carolina.

Date of Government Version: N/A  
 Date Data Arrived at EDR: 07/01/2013  
 Date Made Active in Reports: 01/03/2014  
 Number of Days to Update: 186

Source: Department of Health and Environmental Control  
 Telephone: N/A  
 Last EDR Contact: 06/01/2012  
 Next Scheduled EDR Contact: N/A  
 Data Release Frequency: Varies



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## RGALF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Health and Environmental Control in South Carolina.

Date of Government Version: N/A

Date Data Arrived at EDR: 07/01/2013

Date Made Active in Reports: 01/15/2014

Number of Days to Update: 198

Source: Department of Health and Environmental Control

Telephone: N/A

Last EDR Contact: 06/01/2012

Next Scheduled EDR Contact: N/A

Data Release Frequency: Varies

## OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

## CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 07/30/2013

Date Data Arrived at EDR: 08/19/2013

Date Made Active in Reports: 10/03/2013

Number of Days to Update: 45

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3375

Last EDR Contact: 05/18/2015

Next Scheduled EDR Contact: 08/31/2015

Data Release Frequency: No Update Planned

## NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2012

Date Data Arrived at EDR: 04/29/2015

Date Made Active in Reports: 05/29/2015

Number of Days to Update: 30

Source: Department of Environmental Protection

Telephone: N/A

Last EDR Contact: 04/14/2015

Next Scheduled EDR Contact: 07/27/2015

Data Release Frequency: Annually

## NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 05/01/2015

Date Data Arrived at EDR: 05/06/2015

Date Made Active in Reports: 05/20/2015

Number of Days to Update: 14

Source: Department of Environmental Conservation

Telephone: 518-402-8651

Last EDR Contact: 05/06/2015

Next Scheduled EDR Contact: 08/17/2015

Data Release Frequency: Annually

## PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2013

Date Data Arrived at EDR: 07/21/2014

Date Made Active in Reports: 08/25/2014

Number of Days to Update: 35

Source: Department of Environmental Protection

Telephone: 717-783-8990

Last EDR Contact: 04/16/2015

Next Scheduled EDR Contact: 08/03/2015

Data Release Frequency: Annually

## RI MANIFEST: Manifest information

Hazardous waste manifest information

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2013  
 Date Data Arrived at EDR: 07/15/2014  
 Date Made Active in Reports: 08/13/2014  
 Number of Days to Update: 29

Source: Department of Environmental Management  
 Telephone: 401-222-2797  
 Last EDR Contact: 05/26/2015  
 Next Scheduled EDR Contact: 09/07/2015  
 Data Release Frequency: Annually

## WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2014  
 Date Data Arrived at EDR: 03/19/2015  
 Date Made Active in Reports: 04/07/2015  
 Number of Days to Update: 19

Source: Department of Natural Resources  
 Telephone: N/A  
 Last EDR Contact: 06/11/2015  
 Next Scheduled EDR Contact: 09/28/2015  
 Data Release Frequency: Annually

## Oil/Gas Pipelines

Source: PennWell Corporation  
 Telephone: 281-546-1505

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

## Electric Power Transmission Line Data

Source: PennWell Corporation  
 Telephone: 800-823-6277

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**Sensitive Receptors:** There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

## AHA Hospitals:

Source: American Hospital Association, Inc.  
 Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

## Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services  
 Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

## Nursing Homes

Source: National Institutes of Health  
 Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

## Public Schools

Source: National Center for Education Statistics  
 Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

## Private Schools

Source: National Center for Education Statistics  
 Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

## Daycare Centers: Child Day Care List

Source: Department of Social Services  
 Telephone: 803-898-7345

**GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING**

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory  
Source: Department of Natural Resources  
Telephone: 803-734-9494

Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

**STREET AND ADDRESS INFORMATION**

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**GEOCHECK<sup>®</sup> - PHYSICAL SETTING SOURCE ADDENDUM****TARGET PROPERTY ADDRESS**

2725 DRAYTON ST.  
2725 DRAYTON ST.  
COLUMBIA, SC 29201

**TARGET PROPERTY COORDINATES**

|                               |                         |
|-------------------------------|-------------------------|
| Latitude (North):             | 34.0216 - 34° 1' 17.76" |
| Longitude (West):             | 81.043 - 81° 2' 34.80"  |
| Universal Tranverse Mercator: | Zone 17                 |
| UTM X (Meters):               | 496030.0                |
| UTM Y (Meters):               | 3764357.2               |
| Elevation:                    | 300 ft. above sea level |

**USGS TOPOGRAPHIC MAP**

|                       |                             |
|-----------------------|-----------------------------|
| Target Property Map:  | 34081-A1 COLUMBIA NORTH, SC |
| Most Recent Revision: | 1997                        |

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

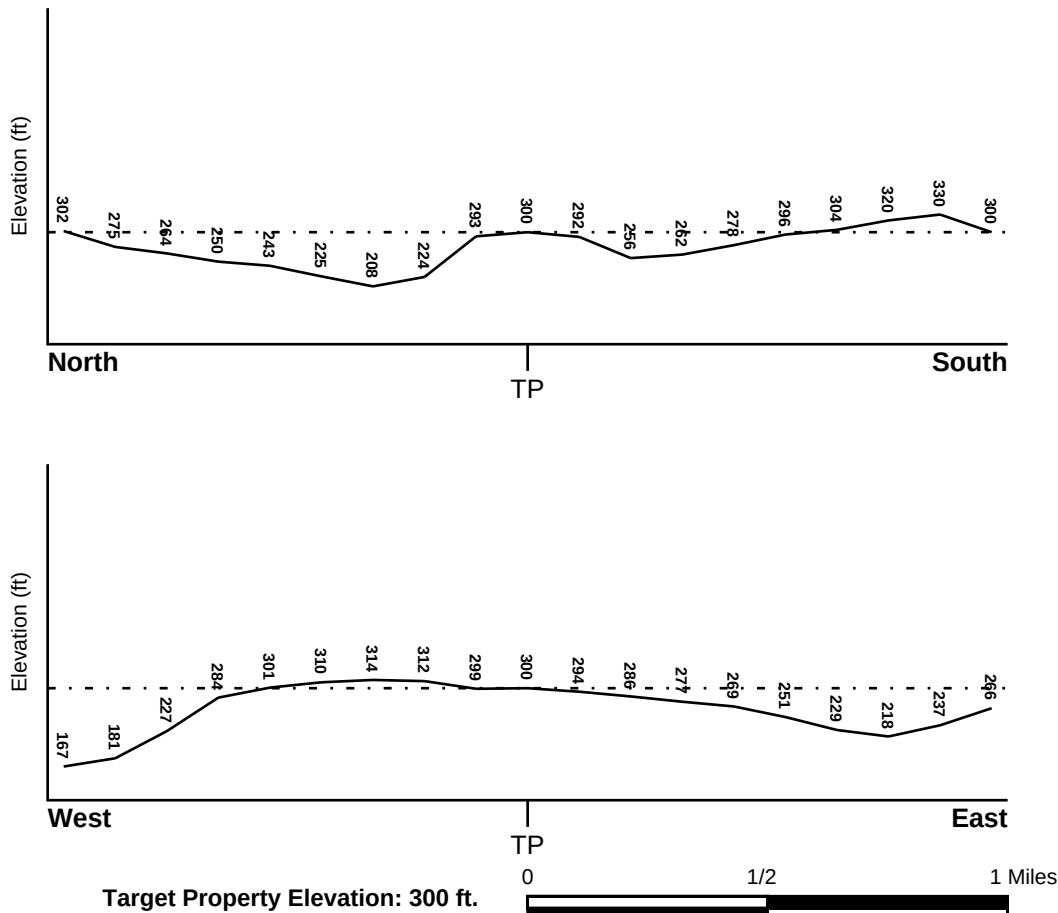
### TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

### TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General NNE

### SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

### FEMA FLOOD ZONE

|                                       |                                                |
|---------------------------------------|------------------------------------------------|
| <u>Target Property County</u>         | <u>FEMA Flood</u>                              |
| RICHLAND, SC                          | <u>Electronic Data</u>                         |
|                                       | YES - refer to the Overview Map and Detail Map |
| Flood Plain Panel at Target Property: | 45079C - FEMA DFIRM Flood data                 |
| Additional Panels in search area:     | Not Reported                                   |

### NATIONAL WETLAND INVENTORY

|                                    |                                                |
|------------------------------------|------------------------------------------------|
| <u>NWI Quad at Target Property</u> | <u>NWI Electronic</u>                          |
| COLUMBIA NORTH                     | <u>Data Coverage</u>                           |
|                                    | YES - refer to the Overview Map and Detail Map |

### HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

### AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

| <u>MAP ID</u> | <u>LOCATION</u><br><u>FROM TP</u> | <u>GENERAL DIRECTION</u><br><u>GROUNDWATER FLOW</u> |
|---------------|-----------------------------------|-----------------------------------------------------|
| 2             | 1/4 - 1/2 Mile North              | ESE                                                 |
| 4             | 1/2 - 1 Mile North                | SE                                                  |
| 5             | 1/2 - 1 Mile South                | Not Reported                                        |
| 6             | 1/2 - 1 Mile SSE                  | Not Reported                                        |
| 7             | 1/2 - 1 Mile ENE                  | SW                                                  |
| 8             | 1/2 - 1 Mile NW                   | Not Reported                                        |
| 11            | 1/2 - 1 Mile North                | Not Reported                                        |

For additional site information, refer to Physical Setting Source Map Findings.



**GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY****GROUNDWATER FLOW VELOCITY INFORMATION**

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

**GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY**

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

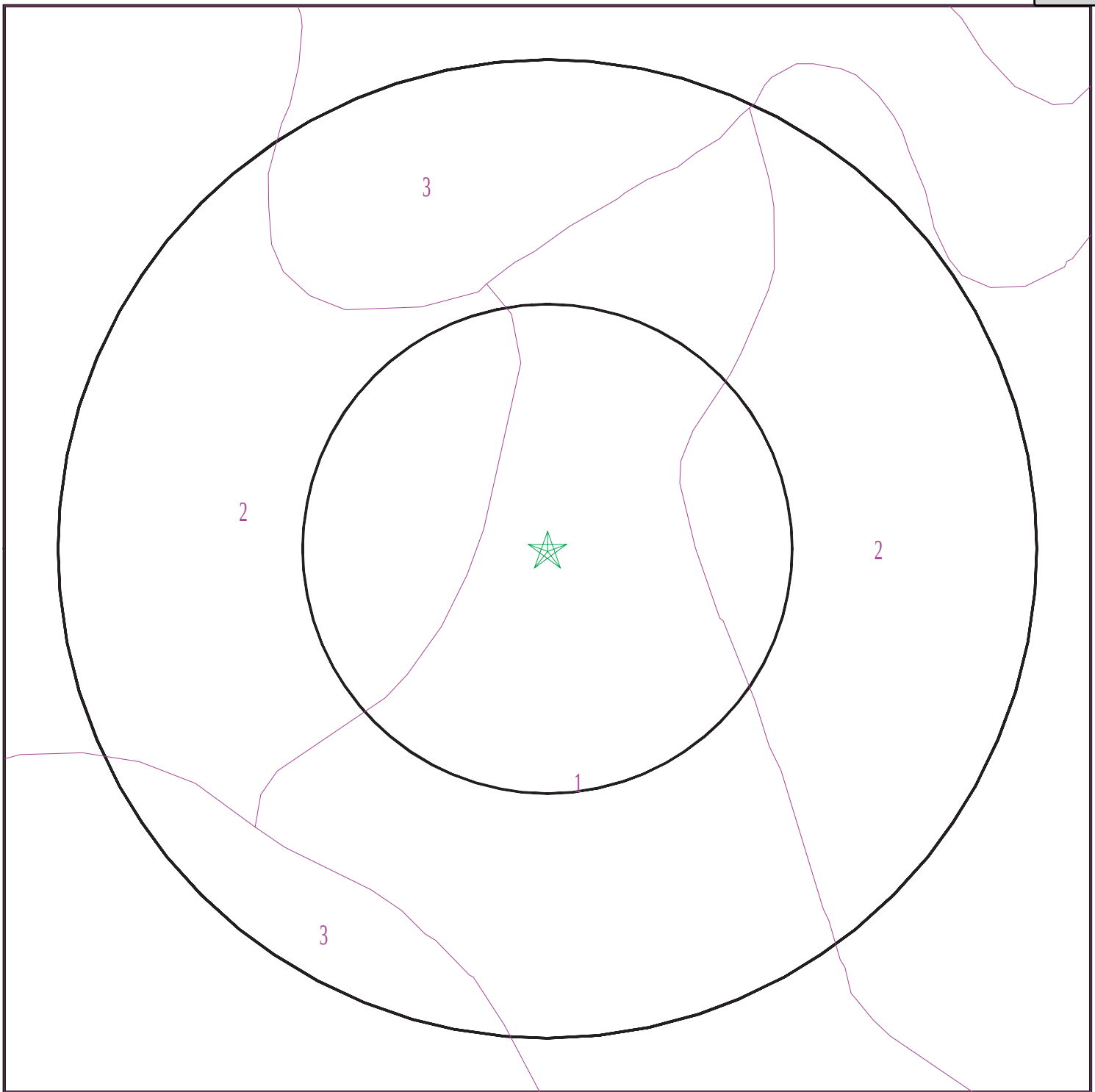
**ROCK STRATIGRAPHIC UNIT**

|         |                                                           |
|---------|-----------------------------------------------------------|
| Era:    | Paleozoic                                                 |
| System: | Pennsylvanian                                             |
| Series: | Upper Paleozoic granitic rocks                            |
| Code:   | Pzg3 ( <i>decoded above as Era, System &amp; Series</i> ) |

**GEOLOGIC AGE IDENTIFICATION**

Category: Plutonic and Intrusive Rocks

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).



- ★ Target Property
- SSURGO Soil
- Water

0 1/16 1/8 1/4 Miles



SITE NAME: 2725 Drayton St.  
ADDRESS: 2725 Drayton St.  
Columbia SC 29201  
LAT/LONG: 34.0216 / 81.043

CLIENT: ARM Environmental Services  
CONTACT: Richard Ciccolella  
INQUIRY #: 4347182.2s  
DATE: July 07, 2015 4:16 pm

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

#### Soil Map ID: 1

Soil Component Name: Urban land

Soil Surface Texture: variable

Hydrologic Group: Not reported

Soil Drainage Class:  
Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

| Soil Layer Information |          |           |                    |                |              |                                                 |                    |
|------------------------|----------|-----------|--------------------|----------------|--------------|-------------------------------------------------|--------------------|
| Layer                  | Boundary |           | Soil Texture Class | Classification |              | Saturated hydraulic conductivity<br>micro m/sec | Soil Reaction (pH) |
|                        | Upper    | Lower     |                    | AASHTO Group   | Unified Soil |                                                 |                    |
| 1                      | 0 inches | 59 inches | variable           | Not reported   | Not reported | Max:<br>Min:                                    | Max: Min:          |

#### Soil Map ID: 2

Soil Component Name: Orangeburg

Soil Surface Texture: loamy sand

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

| Soil Layer Information |           |           |                    |                |              |                                              |                      |
|------------------------|-----------|-----------|--------------------|----------------|--------------|----------------------------------------------|----------------------|
| Layer                  | Boundary  |           | Soil Texture Class | Classification |              | Saturated hydraulic conductivity micro m/sec | Soil Reaction (pH)   |
|                        | Upper     | Lower     |                    | AASHTO Group   | Unified Soil |                                              |                      |
| 1                      | 0 inches  | 5 inches  | loamy sand         | Not reported   | Not reported | Max: 42<br>Min: 14                           | Max: 6 Min: 4.5      |
| 2                      | 5 inches  | 11 inches | loamy sand         | Not reported   | Not reported | Max: 42<br>Min: 14                           | Max: 6 Min: 4.5      |
| 3                      | 11 inches | 18 inches | sandy loam         | Not reported   | Not reported | Max: 42<br>Min: 14                           | Max: 6 Min: 4.5      |
| 4                      | 18 inches | 89 inches | sandy clay loam    | Not reported   | Not reported | Max: 14<br>Min: 4                            | Max: 5.5<br>Min: 4.5 |

### Soil Map ID: 3

Soil Component Name: Orangeburg

Soil Surface Texture: loamy sand

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

| Soil Layer Information |           |           |                    |                |              |                                              |                      |
|------------------------|-----------|-----------|--------------------|----------------|--------------|----------------------------------------------|----------------------|
| Layer                  | Boundary  |           | Soil Texture Class | Classification |              | Saturated hydraulic conductivity micro m/sec | Soil Reaction (pH)   |
|                        | Upper     | Lower     |                    | AASHTO Group   | Unified Soil |                                              |                      |
| 1                      | 0 inches  | 5 inches  | loamy sand         | Not reported   | Not reported | Max: 42<br>Min: 14                           | Max: 6 Min: 4.5      |
| 2                      | 5 inches  | 11 inches | loamy sand         | Not reported   | Not reported | Max: 42<br>Min: 14                           | Max: 6 Min: 4.5      |
| 3                      | 11 inches | 18 inches | sandy loam         | Not reported   | Not reported | Max: 42<br>Min: 14                           | Max: 6 Min: 4.5      |
| 4                      | 18 inches | 89 inches | sandy clay loam    | Not reported   | Not reported | Max: 14<br>Min: 4                            | Max: 5.5<br>Min: 4.5 |

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

### WELL SEARCH DISTANCE INFORMATION

| <u>DATABASE</u>  | <u>SEARCH DISTANCE (miles)</u> |
|------------------|--------------------------------|
| Federal USGS     | 1.000                          |
| Federal FRDS PWS | Nearest PWS within 1 mile      |
| State Database   | 1.000                          |

### FEDERAL USGS WELL INFORMATION

| <u>MAP ID</u> | <u>WELL ID</u>  | <u>LOCATION<br/>FROM TP</u> |
|---------------|-----------------|-----------------------------|
| A9            | USGS40001058227 | 1/2 - 1 Mile SE             |

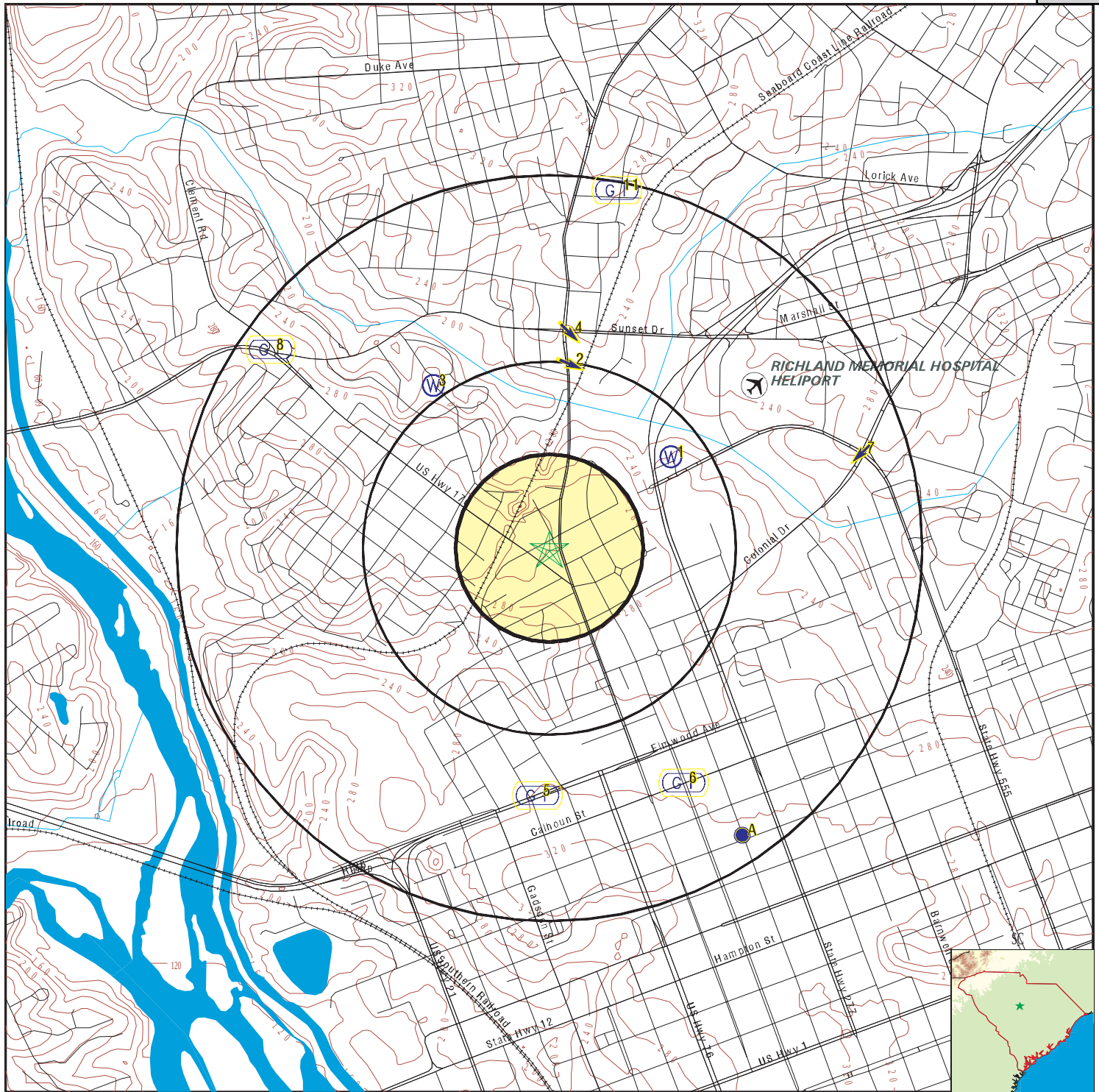
### FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

| <u>MAP ID</u>       | <u>WELL ID</u> | <u>LOCATION<br/>FROM TP</u> |
|---------------------|----------------|-----------------------------|
| No PWS System Found |                |                             |

Note: PWS System location is not always the same as well location.

### STATE DATABASE WELL INFORMATION

| <u>MAP ID</u> | <u>WELL ID</u>  | <u>LOCATION<br/>FROM TP</u> |
|---------------|-----------------|-----------------------------|
| 1             | SCWC40000011968 | 1/4 - 1/2 Mile NE           |
| 3             | SCWC40000011928 | 1/2 - 1 Mile NW             |
| A10           | SCWC40000012184 | 1/2 - 1 Mile SE             |



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location

SITE NAME: 2725 Drayton St.  
 ADDRESS: 2725 Drayton St.  
 Columbia SC 29201  
 LAT/LONG: 34.0216 / 81.043

CLIENT: ARM Environmental Services  
 CONTACT: Richard Ciccolella  
 INQUIRY #: 4347182.2s  
 DATE: July 07, 2015 4:16 pm



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database EDR ID Number

**1**  
**NE**  
**1/4 - 1/2 Mile**  
**Lower**

**SC WELLS SCWC40000011968**

|           |                                                   |             |              |
|-----------|---------------------------------------------------|-------------|--------------|
| Fid:      | 11967                                             | Conum:      | RIC-278      |
| Scgrid:   | 31O-r2                                            |             |              |
| Lat:      | 340130                                            |             |              |
| Lon:      | 810215                                            |             |              |
| Utm e:    | 496538                                            | Utm n:      | 3764734      |
| Topo:     | Columbia North                                    | Elev:       | 0            |
| Owner:    | SC Dept. of Mental Health                         | Owner well: | Not Reported |
| Location: | Not Reported                                      | Use :       | Not Reported |
| Depth d:  | 0                                                 | Depth c:    | 35           |
| Diam 1:   | 0                                                 | Diam 2:     | 0            |
| Oh cas:   | 0                                                 | Screen t:   | 0            |
| Screen b: | 35                                                | Drill yr:   | 1966         |
| Drill mo: | 10                                                | Yield:      | 10           |
| Yield yr: | 0                                                 | G logs:     | Not Reported |
| D logs:   | 0                                                 | P test:     | 0            |
| Chem:     | Not Reported                                      | WI:         | Not Reported |
| Wl yr:    | 0                                                 | Driller:    | Not Reported |
| Remarks:  | Auger hole by SC Development Board. Location est. |             |              |
| Filename: | Coastal_Plain_wells.xls                           |             |              |
| Site id:  | SCWC40000011968                                   |             |              |

**2**  
**North**  
**1/4 - 1/2 Mile**  
**Lower**

Site ID: N-40-NO-07715  
Groundwater Flow: ESE  
Shallowest Water Table Depth: Not Reported  
Deepest Water Table Depth: Not Reported  
Average Water Table Depth: 5  
Date: 10/1994

**AQUIFLOW 37235**

**3**  
**NW**  
**1/2 - 1 Mile**  
**Lower**

**SC WELLS SCWC40000011928**

|           |                         |             |                 |
|-----------|-------------------------|-------------|-----------------|
| Fid:      | 11927                   | Conum:      | RIC-228         |
| Scgrid:   | 31O-r1                  |             |                 |
| Lat:      | 340140                  |             |                 |
| Lon:      | 810255                  |             |                 |
| Utm e:    | 495512                  | Utm n:      | 3765042         |
| Topo:     | Columbia North          | Elev:       | 0               |
| Owner:    | O. E. Wessinger         | Owner well: | Not Reported    |
| Location: | 3107 Columbia Ave.      | Use :       | DOM             |
| Depth d:  | 0                       | Depth c:    | 110             |
| Diam 1:   | 6                       | Diam 2:     | 0               |
| Oh cas:   | 69                      | Screen t:   | 0               |
| Screen b: | 0                       | Drill yr:   | 1956            |
| Drill mo: | 9                       | Yield:      | 10              |
| Yield yr: | 0                       | G logs:     | Not Reported    |
| D logs:   | 0                       | P test:     | 0               |
| Chem:     | Not Reported            | WI:         | 20              |
| Wl yr:    | 1956                    | Driller:    | Heater Well Co. |
| Filename: | Coastal_Plain_wells.xls |             |                 |
| Site id:  | SCWC40000011928         |             |                 |

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database EDR ID Number

|                                                                 |                               |               |                 |              |
|-----------------------------------------------------------------|-------------------------------|---------------|-----------------|--------------|
| <b>4</b><br><b>North</b><br><b>1/2 - 1 Mile</b><br><b>Lower</b> | Site ID:                      | N-40-NO-07681 | <b>AQUIFLOW</b> | <b>32381</b> |
|                                                                 | Groundwater Flow:             | SE            |                 |              |
|                                                                 | Shallowest Water Table Depth: | Not Reported  |                 |              |
|                                                                 | Deepest Water Table Depth:    | Not Reported  |                 |              |
|                                                                 | Average Water Table Depth:    | 14-16         |                 |              |
|                                                                 | Date:                         | 10/28/1991    |                 |              |

|                                                                  |                               |               |                 |              |
|------------------------------------------------------------------|-------------------------------|---------------|-----------------|--------------|
| <b>5</b><br><b>South</b><br><b>1/2 - 1 Mile</b><br><b>Higher</b> | Site ID:                      | N-40-NM-11144 | <b>AQUIFLOW</b> | <b>41439</b> |
|                                                                  | Groundwater Flow:             | Not Reported  |                 |              |
|                                                                  | Shallowest Water Table Depth: | Not Reported  |                 |              |
|                                                                  | Deepest Water Table Depth:    | Not Reported  |                 |              |
|                                                                  | Average Water Table Depth:    | 40            |                 |              |
|                                                                  | Date:                         | 12/11/1991    |                 |              |

|                                                               |                               |               |                 |              |
|---------------------------------------------------------------|-------------------------------|---------------|-----------------|--------------|
| <b>6</b><br><b>SSE</b><br><b>1/2 - 1 Mile</b><br><b>Lower</b> | Site ID:                      | U-40-UU-15557 | <b>AQUIFLOW</b> | <b>41393</b> |
|                                                               | Groundwater Flow:             | Not Reported  |                 |              |
|                                                               | Shallowest Water Table Depth: | Not Reported  |                 |              |
|                                                               | Deepest Water Table Depth:    | Not Reported  |                 |              |
|                                                               | Average Water Table Depth:    | 31            |                 |              |
|                                                               | Date:                         | 11/1996       |                 |              |

|                                                               |                               |               |                 |              |
|---------------------------------------------------------------|-------------------------------|---------------|-----------------|--------------|
| <b>7</b><br><b>ENE</b><br><b>1/2 - 1 Mile</b><br><b>Lower</b> | Site ID:                      | N-40-NO-07682 | <b>AQUIFLOW</b> | <b>32383</b> |
|                                                               | Groundwater Flow:             | SW            |                 |              |
|                                                               | Shallowest Water Table Depth: | 19.30         |                 |              |
|                                                               | Deepest Water Table Depth:    | 26.40         |                 |              |
|                                                               | Average Water Table Depth:    | Not Reported  |                 |              |
|                                                               | Date:                         | 06/01/1989    |                 |              |

|                                                              |                               |               |                 |              |
|--------------------------------------------------------------|-------------------------------|---------------|-----------------|--------------|
| <b>8</b><br><b>NW</b><br><b>1/2 - 1 Mile</b><br><b>Lower</b> | Site ID:                      | N-40-NO-14091 | <b>AQUIFLOW</b> | <b>41370</b> |
|                                                              | Groundwater Flow:             | Not Reported  |                 |              |
|                                                              | Shallowest Water Table Depth: | Not Reported  |                 |              |
|                                                              | Deepest Water Table Depth:    | Not Reported  |                 |              |
|                                                              | Average Water Table Depth:    | 40-50         |                 |              |
|                                                              | Date:                         | 08/21/1990    |                 |              |

|                                                                |  |  |                 |                        |
|----------------------------------------------------------------|--|--|-----------------|------------------------|
| <b>A9</b><br><b>SE</b><br><b>1/2 - 1 Mile</b><br><b>Higher</b> |  |  | <b>FED USGS</b> | <b>USGS40001058227</b> |
|                                                                |  |  |                 |                        |
|                                                                |  |  |                 |                        |
|                                                                |  |  |                 |                        |

|                             |                                          |                       |              |
|-----------------------------|------------------------------------------|-----------------------|--------------|
| Org. Identifier:            | USGS-SC                                  |                       |              |
| Formal name:                | USGS South Carolina Water Science Center |                       |              |
| Monloc Identifier:          | USGS-340037081020309                     |                       |              |
| Monloc name:                | RIC- 549                                 |                       |              |
| Monloc type:                | Well                                     |                       |              |
| Monloc desc:                | Data from SCDNR 2004 RASA 2004 database  |                       |              |
| Huc code:                   | Not Reported                             | Drainagearea value:   | Not Reported |
| Drainagearea Units:         | Not Reported                             | Contrib drainagearea: | Not Reported |
| Contrib drainagearea units: | Not Reported                             | Latitude:             | 34.0104324   |
| Longitude:                  | -81.0339809                              | Sourcemap scale:      | Not Reported |

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

|                          |                                                   |                          |              |
|--------------------------|---------------------------------------------------|--------------------------|--------------|
| Horiz Acc measure:       | 1                                                 | Horiz Acc measure units: | seconds      |
| Horiz Collection method: | Unknown                                           |                          |              |
| Horiz coord refs:        | NAD83                                             | Vert measure val:        | 305          |
| Vert measure units:      | feet                                              | Vertacc measure val:     | 0.1          |
| Vert accmeasure units:   | feet                                              |                          |              |
| Vertcollection method:   | Unknown                                           |                          |              |
| Vert coord refs:         | NGVD29                                            | Countrycode:             | US           |
| Aquifername:             | Piedmont and Blue Ridge crystalline-rock aquifers |                          |              |
| Formation type:          | Bedrock                                           |                          |              |
| Aquifer type:            | Unconfined single aquifer                         |                          |              |
| Construction date:       | Not Reported                                      | Welldepth:               | 845          |
| Welldepth units:         | ft                                                | Wellholedepth:           | Not Reported |
| Wellholedepth units:     | Not Reported                                      |                          |              |

Ground-water levels, Number of Measurements: 0

**A10  
SE  
1/2 - 1 Mile  
Higher**

**SC WELLS      SCWC40000012184**

|           |                         |             |              |
|-----------|-------------------------|-------------|--------------|
| Fid:      | 12183                   | Conum:      | RIC-549      |
| Scgrid:   | 31O-w2                  |             |              |
| Lat:      | 340037                  |             |              |
| Lon:      | 810203                  |             |              |
| Utm e:    | 496845                  | Utm n:      | 3763102      |
| Topo:     | Columbia North          | Elev:       | 305          |
| Owner:    | John Fennell            | Owner well: | Not Reported |
| Location: | Laurel & Marion Streets | Use :       | IRR          |
| Depth d:  | 0                       | Depth c:    | 845          |
| Diam 1:   | 6                       | Diam 2:     | 0            |
| Oh cas:   | 100                     | Screen t:   | 0            |
| Screen b: | 0                       | Drill yr:   | 1995         |
| Drill mo: | 5                       | Yield:      | 0            |
| Yield yr: | 0                       | G logs:     | Not Reported |
| D logs:   | 0                       | P test:     | 0            |
| Chem:     | Not Reported            | WI:         | 80           |
| WI yr:    | 1995                    | Driller:    | Sox          |
| Filename: | Coastal_Plain_wells.xls |             |              |
| Site id:  | SCWC40000012184         |             |              |

**11  
North  
1/2 - 1 Mile  
Lower**

|                               |               |
|-------------------------------|---------------|
| Site ID:                      | N-40-GS-07359 |
| Groundwater Flow:             | Not Reported  |
| Shallowest Water Table Depth: | Not Reported  |
| Deepest Water Table Depth:    | Not Reported  |
| Average Water Table Depth:    | 20-50         |
| Date:                         | 06/1992       |

**AQUIFLOW      32430**

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

### AREA RADON INFORMATION

State Database: SC Radon

#### Radon Test Results

| Zipcode | Average | Num Tests | Minimum | Maximum | % > 4 pCi/L |
|---------|---------|-----------|---------|---------|-------------|
| 29201   | 1.0     | 36        | 0.3     | 3.7     | 0.0         |

Federal EPA Radon Zone for RICHLAND County: 3

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

---

Federal Area Radon Information for Zip Code: 29201

Number of sites tested: 5

| Area                    | Average Activity | % <4 pCi/L   | % 4-20 pCi/L | % >20 pCi/L  |
|-------------------------|------------------|--------------|--------------|--------------|
| Living Area - 1st Floor | 0.680 pCi/L      | 100%         | 0%           | 0%           |
| Living Area - 2nd Floor | Not Reported     | Not Reported | Not Reported | Not Reported |
| Basement                | Not Reported     | Not Reported | Not Reported | Not Reported |

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## TOPOGRAPHIC INFORMATION

### USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

### Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

## HYDROLOGIC INFORMATION

**Flood Zone Data:** This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetlands Inventory

Source: Department of Natural Resources

Telephone: 803-734-9494

## HYDROGEOLOGIC INFORMATION

### AQUIFLOW<sup>R</sup> Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

## GEOLOGIC INFORMATION

### Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

### STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

### SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Services, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## LOCAL / REGIONAL WATER AGENCY RECORDS

### FEDERAL WATER WELLS

#### PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

#### PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

#### USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

### STATE RECORDS

#### Water Well Database

Source: Department of Natural Resources

Telephone: 803-734-6440

Water wells in the Coastal Plain counties of South Carolina

#### Water Well Database

Source: Department of Natural Resources

Telephone: 864-654-1671

A listing of water wells in the Piedmont (upstate) counties.

## OTHER STATE DATABASE INFORMATION

### RADON

#### State Database: SC Radon

Source: Department of Health & Environmental Control

Telephone: 864-241-1090

Radon Test Results by Zip Code

#### Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

#### EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRRA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

### OTHER

#### Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

#### Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey



**PHYSICAL SETTING SOURCE RECORDS SEARCHED****STREET AND ADDRESS INFORMATION**

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## 17.6 Interview Documentation



ASSESSMENT &amp; REMEDIAL SERVICES

armenv.com

**PHASE I ESA USER QUESTIONNAIRE**

**Project Location/Address:** 2725 Drayton (Main) Street  
Richland Co. TMS #09110-12-02  
Columbia, SC

In order to qualify for one of the Landowner Liability Protections (LLPs)<sup>1</sup> offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 the following information listed in the table below (if available) must be requested from the user by the environmental professional. Failure to request this information could result in a determination that "all appropriate inquiry" is not complete.

**(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).**

Yes ☐ No ☒

Has a search of *recorded land title records* (or judicial records where appropriate, see Note below) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law?

\*Note – In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.

**(2.) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).**

Yes ☐ No ☒

Has a search of recorded land title records (or judicial records where appropriate, \*see note above) identify any AULs, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

**(3.) Specialized knowledge or experience of the person seeking to qualify for LLP (40 CFR 312.28).**

Yes ☐ No ☒

As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

**(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).**

Yes ☒ No ☐

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? (If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property? If there is a difference suspected to be due to environmental conditions, identify an explanation for the lower price and provide a written record of such explanation.)

Phase I ESA User Questionnaire  
 2725 Drayton (Main) Street  
 Columbia, SC

**(5.) Commonly known or reasonably known or reasonably ascertainable information about the property (40 CFR 312.30).**

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,

- |                                                                                               | Yes                                 | No                                  |
|-----------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| (a.) Do you know the past uses of the property?                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b.) Do you know of specific chemicals that are present or once were present at the property? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (c.) Do you know of spills or other chemical releases that have taken place at the property?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (d.) Do you know of any environmental cleanups that have taken place at the property?         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**(6.) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate Investigation (40 CFR 312.31).**

As the user of this ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?

| Yes                      | No                                  |
|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Additional Information:**

1. Reason why Phase I ESA is required:

Standard due diligence

2. Type of Property Transaction:

Purchase of property  
 Financing of property  
 Sale of property  
 Ground Lease  
 Build to Suit Lease  
 Other \_\_\_\_\_

|                                     |
|-------------------------------------|
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            |
| <input type="checkbox"/>            |
| <input type="checkbox"/>            |
| <input type="checkbox"/>            |

Phase I ESA User Questionnaire  
2725 Drayton (Main) Street  
Columbia, SC

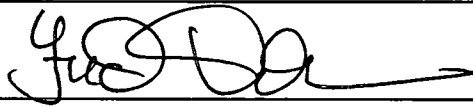
3. Who is the current owner of the property and how are they to be contacted for information regarding the property:

Current Owner's Name: Jim Papadea Pinnacle Trc  
Address: PO Box 2003  
Columbia SC 29202  
Phone Number: \_\_\_\_\_

4. Is a summary of chain of title for the property being prepared? If so, please indicate who we can contact for this information:

Chain of Title Preparer: Gale Nash  
Phone Number: 545-3231  
E-mail Address: gbNash@columbiasec.net

User Name/Company: City of Columbia Parking Division  
Address: PO Box 734  
Columbia SC 29202

User Name (Print): Fred Delk  
User Signature:  Date 7/14/15



ASSESSMENT &amp; REMEDIAL SERVICES

armenv.com

**QUESTIONNAIRE FOR PROPERTY OWNER and SITE MANAGER**

**Project Location/Address:** 2725 Drayton (Main) St.  
Richland County TMS #09110-12-02  
Columbia, SC

Do you know of any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property?

Yes  
☐

No  
☒

Do you know of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?

Yes  
☐

No  
☒

Are you aware if any of the documents listed below exists and if so, whether copies can and will be provided to the Consultant performing the ESA?

|                                                                                                                                                                                                                    | Unaware                             | Document Exists          | Copy will be provided    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|--------------------------|
| Environmental site assessment reports                                                                                                                                                                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Environmental compliance audit reports                                                                                                                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Environmental permits (such as solid waste disposal permits, hazardous waste disposal permits, NPDES permits, wastewater permits, underground injection permits)                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Registrations for underground and aboveground storage tanks                                                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Material safety data sheets                                                                                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Community-right-to-know plan                                                                                                                                                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Safety plans; preparedness and prevention plans; spill prevention, countermeasure and control plans, etc.                                                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Reports regarding hydrogeologic conditions on the property or surrounding area                                                                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Hazardous waste generator notices or reports                                                                                                                                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Geotechnical studies                                                                                                                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



Questionnaire for Property Owner / Manager  
 2725 Drayton (Main) St.  
 Columbia, SC

|                               | Unaware                             | Document Exists          | Copy will be provided    |
|-------------------------------|-------------------------------------|--------------------------|--------------------------|
| Risk Assessments              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Environmental Cleanup Reports | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### Other

Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

Yes ☐ No ☒

Are you aware of any Activity/Use Limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Yes ☐ No ☒

Are you aware of any environmental conditions that would indicate that the property is or has been contaminated (i.e. past uses, chemical spills, chemical or fuel storage)?

Yes ☐ No ☒

Is the property used, or has the property been used, for an industrial use?

Yes ☐ No ☒ Unk ☐

Has the property or any adjoining property been used as a gasoline station, motor repair facility, drycleaners, photo-developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal processing or recycling facility? (if "yes" please explain)

Yes ☒ No ☐ Unk ☐

Has there been significant chemical storage on the property (i.e. 55 gallon drums, chemical tanks, other containers)?

Yes ☐ No ☒ Unk ☐

Have there been any damaged or discarded automotive or industrial batteries, or pesticides, paints or other chemicals in individual containers of greater than five gallon in volume or fifty gallons in the aggregate, stored on or used at the property or at the facility?

Yes ☐ No ☒ Unk ☐

Have there been any pits, ponds, or lagoons on the property in connection with waste treatment or disposal?

Yes ☐ No ☒ Unk ☐

Questionnaire for Property Owner / Manager  
 2725 Drayton (Main) St.  
 Columbia, SC

Have there been any registered or unregistered storage tanks (above or underground) located on the property (i.e. for fuel or chemical storage)?

Yes ☒ No ☐ Unk ☐

If the Property is served by a private well or non-public water system have contaminants been identified in the well or system that exceed guidelines applicable to the water system, or has the well been designated as contaminated by any government environmental/health agency?

Yes ☐ No ☒ Unk ☐

Does the Property discharge wastewater on or adjacent to the Property other than storm water or into a sanitary sewer system?

Yes ☐ No ☒ Unk ☐

Have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials been dumped above grade, buried and/or burned on the Property?

Yes ☐ No ☒ Unk ☐

Is there a transformer, capacitor or hydraulic equipment for which there are any records indicating the presence of polychlorinated biphenyls (PCBs)?

Yes ☐ No ☒ Unk ☐

Are there any septic tanks or wells on-site?

Yes ☐ No ☒ Unk ☐

How long have you owned, occupied, or been associated with the property?

a long time - also a long time ago a fuel tank was removed and all the paper work

What are the current uses of the property? Said it is a clean site used car lot DEHC may have paper work on it

What was the site used for prior to its current use?

not sure

Who provides?:

Electricity SCE & G

Natural Gas SCE & G

Water Cal

Sewer Cal

Questionnaire for Property Owner / Manager  
2725 Drayton (Main) St.  
Columbia, SC

Do you have contact information for the prior owner(s) of the property?

Yes ☒ No ☒

If yes, please provide information below:

Prior Owner's Name not sure

Contact person \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Do you have contact information for the prior occupant(s) of the property?

Yes ☐ No ☒

If yes, please provide information below:

Prior Occupant's Name \_\_\_\_\_

Contact person \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Do you have information on the prior facility manager(s) of the property?

Yes ☐ No ☒

If yes, please provide information below:

Prior Facility Manager's Name \_\_\_\_\_

Contact person \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Questionnaire for Property Owner / Manager  
2725 Drayton (Main) St.  
Columbia, SC

This form was completed by:

Property Owner

☐

Key Site Manager

☒

User

☐

Name:

Jim Papadec

Company:

Pinnacle Inc.

Address:

P.O. Box 2003

Columbia S.C. 29202

Signature:

Jim Papadec

Date:

7/8/15

## **17.7 Special Contractual Conditions Between User and Environmental Professional**



## Master Subconsultant Agreement TASK ORDER

Cardno Project ID: PB00103000 - BFSC Columbia, SC

**"Cardno"**

Name: Cardno Inc  
Task Order No.: 10  
Date: July 2, 2015

**"Subconsultant"**

Name: ARM Environmental Services, Inc.  
Address: 1210 1st Street S. Ext., Columbia, SC 29209  
Attention: Andy Wilson

**Project Name:** Columbia Brownfields - 2725 Main St.- TMS R09110-12-02

This order is issued pursuant to our Agreement dated October 6, 2014 and unless otherwise specified herein, the performance of services hereunder and the payment thereof shall be subject to the terms and conditions of said Agreement. The services authorized hereunder are described below.

**DESCRIPTION OF SERVICES:** Subconsultant shall perform the following Services (hereafter "Services"):

See the attached scope of work (SOW) and budget. Cardno's terms per the MSA.

**TOTAL NOT-TO-EXCEED COST:** \_\_\_\_\_

**Schedule:** Commencement Date: July 2, 2015  
Estimated Completion Date: August 31, 2015

**Compensation Terms:** Cardno will compensate Subconsultant as per Agreement and subject to the following terms:

Lump Sum

Subconsultant invoices shall include the applicable Cardno task order number, project name, project ID number, and project manager name.

Invoices shall be submitted by email to the following address:

brian.kvam@cardno.com





## Master Subconsultant Agreement TASK ORDER

Where the Services or services conditions change, Subconsultant shall notify Cardno and submit a revised scope of work and cost estimate in a timely manner.

Unless otherwise specified, charges for services are based on Subconsultant's approved Rate Schedule.

CARDNO'S REPRESENTATIVE: Brian Kvam

SUBCONSULTANT'S REPRESENTATIVE: Andy Wilson

ACCEPTED:

Cardno Inc

ARM Environmental Services, Inc.

By: Brian J. Kvam

By: Paul Cuvillier

Title: SENIOR PM

Title: PROJECT MANAGER

Date: 7/2/2015

Date: 7-2-15



ASSESSMENT & REMEDIAL SERVICES

armenv.com

June 26, 2015

Columbia Brownfield Grant  
c/o Cardno, Inc.  
7499 Parklane Road, Suite 112  
Columbia, SC 29223

Attn: Brian Kvam

Re: 2725 N. Main St. / Drayton St.  
Richland County TMS #09110-12-02  
Columbia, SC  
Proposed Phase I Environmental Site Assessment

Dear Mr. Kvam;

ARM proposes to conduct a Phase I Environmental Site Assessment (ESA) on the referenced property. It is understood that the property is approximately 0.6 acres in size and is primarily a vacant lot with one small building.

**Scope of Services**

**Phase I ESA** - The Phase I ESA will be conducted in general accordance with ASTM Standard E-1527-13 (current "All Appropriate Inquiry" standard), in order to identify any recognized environmental conditions (RECs), or evidence of potential contamination, located on, or in the vicinity of the subject property.

ARM is not proposing to conduct an environmental lien search or extensive chain of title research; however, it is requested that any chain of title information or information pertaining to environmental liens or activity/use limitations on the property be forwarded to ARM for review. During the performance of the Phase I ESA, ARM will also provide questionnaires for the User (entity for whom the Phase I ESA is prepared) and current property owner to address User and property owner knowledge of property environmental conditions.

**Schedule:** It is proposed that the referenced services can be completed by July 26, 2015.

**Proposed Fees**

Phase I ESA

Re: 2725 N. Main St. / Drayton St.  
Proposed Phase I ESA  
June 26, 2015

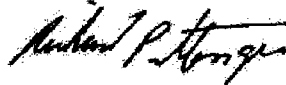
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We appreciate the opportunity to provide this proposal for the referenced services, and look forward to the successful completion of this project. Please contact us to discuss this proposed scope of work, or please sign and return this proposal as your formal authorization for us to proceed.

Respectfully Submitted,  
ARM Environmental Services, Inc.



Richard Ciccolella  
Project Manager  
[rciccolella@armenv.com](mailto:rciccolella@armenv.com)



Richard Pittenger  
Sr. Project Manager / Principal  
[rpittenger@armenv.com](mailto:rpittenger@armenv.com)

Authorized by \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name / Title

**REQUEST FOR PROPOSAL**  
**RFP #2015-02**  
**City of Columbia Brownfield Assessment Program**

**Phase I ESA**  
**2725 N. Main St.**  
**TMS R09110-12-02**

**Professional Services / Statement of Work**

Conduct a Phase I Environmental Site Assessment (ESA) to ASTM 1527-13 All Appropriate Inquiry (AAI) rule on the properties listed above (site information and location attached) in Columbia, SC. **The final report(s) will need to be completed no later than July 26, 2015.**

**Proposal Submittal**

Please only submit a description of your scope of work (SOW) and associated cost.

Submittals will be accepted until **4:00 PM, Wednesday, July 1, 2015. Responses to the RFP received after that date and time will not be considered.**

**Only electronic submittals to this RFP will be considered.** Send one (1) copy of your firm's submittal in **.PDF** format:

Cardno  
Attn: Brian Kvam, PG  
7499 Parklane Rd., Suite 112  
Columbia, SC 292223  
Ph: 803-929-6071  
Email: [brian.kvam@cardno.com](mailto:brian.kvam@cardno.com)

**Disclaimer**

Cardno and/or the City reserve the right to reject any or all submissions; and/or reissue, terminate, and/or amend this RFP at any time. Cardno may contact any respondent for clarification or additional information of any portion of their submittal if it is deemed necessary. Cardno reserves the right to negotiate the terms and conditions of the agreement, including, but not limited to scope, role, schedule, price, and staff which may be in the best interests of the City's Brownfield Program.



**Parcel Number:**R09110-12-02**Situs**  
**Address:**2725 DRAYTON ST**Primary**  
**Zoning:**C-3**Secondary Zoning:**Tax  
**District:**1CC**Assessed**  
**Value:**144,900**Building Value:**400**Land**  
**Value:**144,500**Acreage:**0**Owner**  
**Name:**PINNACLE INC**Owner Address:**PO  
**BOX 2003****Owner Address:**Owner  
**City:**COLUMBIA**Owner State:**SC**Owner**  
**ZIP:**29202**Bedrooms:**0**Bathrooms:**2**Year**  
**Built:**1967**Heated Sq Feet:**598 ft²**Last Sale**  
**Date:**December 31, 1969**Last Sale**  
**Price:**\$0**Legal Description:**LOT 1 & PART  
**3****Legal**  
**Description:**160X151X63X21XETC**Legal**  
**Description:**#SUL**Legal Description:**#PR  
**A-131**



## **17.8 Qualifications of the Environmental Professional(s)**



## **RICHARD CICCOLELLA PROJECT MANAGER**

Mr. Ciccolella is a Biologist with experience in the environmental field since 1993. He has extensive experience in a variety of environmental areas including wetland delineation, biological assessments, Phase I and Phase II Environmental Site Assessments, NEPA Environmental Assessments, and soil and ground water assessments with respect to leaking underground storage tanks and/or other sources of potential subsurface contamination.

### **EDUCATION**

B.S., Biology - Auburn University (1993)

### **CERTIFICATIONS**

Niton XRF Lead Analyzer Manufacturer's Training Course

Lead Awareness Training Certificate

Wetland Delineation – Richard Chinn Environmental Training, Inc.

### **SPECIALIZED TRAINING**

Environmental Site Assessments, Phase I and Phase II

Wetland Delineation

Biology / Ecology

Ecological Modeling

Environmental Assessment

### **PROFESSIONAL EXPERIENCE**

1993 to Present: ARM Environmental Services, Inc. - Columbia, South Carolina

Mr. Ciccolella joined ARM in 1993 as a staff scientist. His responsibilities include Phase I and Phase II Environmental Site Assessments, highway corridor assessments for hazardous materials or waste sites, soil and ground water assessments, preparation of environmental assessment documentation pursuant to the National Environmental Policy Act (NEPA), wetland delineation, and biological assessments.

### **PROJECT EXPERIENCE**

#### **Environmental Site Assessments**

Mr. Ciccolella has been the principal investigator for numerous Phase I Environmental Site Assessments (ESAs). Assessments have been conducted on a wide range of sites including vacant property, industrial facilities, potential SCDOT rights-of-way, and retail service station properties. Typical clientele has included highway design firms, lending institutions, law firms, real estate brokers, and individual clients.

## Resume of Richard Ciccolella

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### Subsurface Assessments

Mr. Ciccolella has been involved with the assessment of numerous sites where the subsurface soils and/or ground water have been impacted from leaking underground storage tanks or other sources. His responsibilities on these projects have included the completion of numerous ground water quality assessments designed to characterize the subsurface contamination, determine the primary direction of ground water flow and aquifer characteristics, identify and evaluate potential exposure pathways, and model the fate and transport of the contaminated ground water plumes. His project experience includes numerous assessments conducted pursuant to South Carolina Department of Health and Environmental Control (DHEC) guidelines for assessment of petroleum underground storage tank (UST) releases. Other subsurface assessment work has included the completion of numerous Phase II Soil and/or Ground Water Quality Assessments for commercial real estate transactions and SCDOT right of way acquisitions.

### Highway Corridor Assessments

Mr. Ciccolella has also been involved in numerous Highway Corridor Assessments. These Corridor Assessments have been conducted to evaluate the presence, or likely, presence, of hazardous waste or materials that may pose a threat of contamination to the potential highway corridor. Corridor Assessments typically include a site reconnaissance of the corridor area, a review of available regulatory information for sites that potentially are a source of contamination to the corridor, discussions with regulatory personnel regarding specific sites of concern, and the generation of a report summarizing the findings and providing specific recommendations. Typical clientele has included highway design firms involved in the preparation of environmental impact studies conducted pursuant to NEPA.

### Environmental Assessment

Mr. Ciccolella was the principal author of the NEPA Environmental Assessment (EA) conducted for the proposed construction of a Ready Building for the 43<sup>rd</sup> Weapons of Mass Destruction – Civil Support Team of the South Carolina Army National Guard. The EA included an alternatives analysis of a variety of potential environmental impacts including natural resource impacts, cultural resource impacts and community impacts.

### Biological Assessments

Mr. Ciccolella has performed numerous wetland delineations throughout South Carolina and has been the principal field technician on a number of wetland assessments, delineation, and wetland mitigation projects. His duties have included wetland delineation and monitoring of environmental conditions at wetland mitigation sites.

**RICHARD J. PITTENGER**  
**SENIOR PROJECT MANAGER / PRINCIPAL**

Mr. Pittenger is an environmental engineer, and has worked in the environmental field since 1986. He has supervised and conducted a variety of environmental services for public and private clients located across the Southeast. Mr. Pittenger is also a licensed asbestos consultant, with extensive experience in the performance in building inspections for asbestos, lead based paint and radon. Mr. Pittenger's expertise is in Project Management, primarily in the areas of environmental assessments, site remediation and regulatory compliance.

**EDUCATION**

B.S., Engineering Technology, Louisiana State University, 1985

**CERTIFICATIONS**

OSHA Hazardous Waste Operation and Emergency Response  
SCDHEC Licensed Asbestos Consultant/Management Planner

**SPECIALIZED TRAINING**

Environmental Site Assessor, Phase I and Phase II  
Asbestos Abatement Supervision, Management Planning, and Building Inspection  
Underground Storage Tank Management  
Lead Based Paint – Inspection and Abatement Supervision

**PROFESSIONAL EXPERIENCE**

1991 to Present: ARM Environmental Services, Inc. - Columbia, South Carolina

Mr. Pittenger joined ARM in 1991 as Vice-President and Director of Environmental Assessment Services. He is responsible for project development, technical oversight and quality control.

1989 to 1991: Professional Service Industries, Inc. - Columbia, South Carolina

Mr. Pittenger was employed as Division Manager of the Columbia Environmental Services Division of PSI. His responsibilities included marketing, project development and division administration. While at PSI, Mr. Pittenger was also project manager for SCDOT Phase I and Phase II corridor assessment projects.

1986 to 1989: Environmental Technology Engineering, Inc. - Lexington, South Carolina

Mr. Pittenger served as staff engineer on a variety of projects, ranging from groundwater investigations to hazardous waste disposal facilities.



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2024-084 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation

**REQUISITION NO.:** 2024-084

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**PURPOSE:**

Amended to add Page Ellington Park and Busby Street Community Center to the list of parks that allow consumption of beer and wine only.

**ATTACHMENTS:**

- **#a:** 2024-084 - Amending the 1998 Code of Ordinances of the City, Chapter 15. (PDF)

**ORDINANCE NO.: 2024-084**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_ day of \_\_\_\_\_, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation, are amended to read as follows:

**Sec. 15-1. Prohibited acts in parks.**

It shall be unlawful for any person using the public parks, recreation areas, grounds or facilities of the city (referred to in this chapter as parks) to either perform or allow the performance of any of the following acts, unless such activity is authorized, permitted or supervised by the parks and recreation department of the city:

- (1) *Damaging property.* Willfully mark, deface, disfigure, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- (2) *Pollution of waters.* Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of such waters.
- (3) *Removing soil or plants.* Dig or remove any soil, rock, stones, trees, shrubs or plants, down-timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means, except that digging shall be permitted in areas designated for such purpose.
- (4) *Damaging plants.* Damage, cut, carve, transplant or remove any tree or plant, or injure the bark or pick the flowers or seeds of any tree or plant, nor shall any person attach any rope, wire or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area.
- (5) *Littering.* Bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other litter, or place refuse or litter in any waters in or contiguous to any park, or anywhere on the grounds thereof, other than in the proper receptacles, where provided.
- (6) *Interference with others.* Endanger the safety of any person by any conduct or act, or prevent any person from using any park or any of its facilities, or interfere with such use in compliance with this chapter and with the rules applicable to such use.
- (7) *Fires.* Build or attempt to build a fire, except at places specifically designated for such purpose or as permitted by the department of parks and recreation. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or

LEGAL DEPARTMENT DRAFT



other inflammable material within any park area or on any highway, road or street abutting or contiguous thereto.

- (8) *Alcohol.* Possess and/or consume beverages, or food items of any type which contain alcohol, beer or wine regardless of the percentage of alcohol contained therein, except within Riverfront Park, Keenan House, Finlay Park, the Eau Claire Print Building next to the Eau Claire Town Hall, Boyd Plaza, Coble Plaza, and Earlewood Community Building and Park, Page Ellington Park, Busby Street Community Center, and the Lincoln Street Tunnel as follows:
- a. At events open to the public involving the assembly or the intention of attracting 100 or more people, for cultural, ceremonial, educational, or celebratory purposes, which generates revenue, regardless of status, to include art exhibits, wine/food tasting events, circuses, fairs, carnivals, festivals, auctions, concerts, and any event which is advertised or marketed in any form including, but not limited to: posters, business cards, internet, and media outlets; serves an entrepreneurial purpose; includes fees/charges for goods/services (e.g. food & drink); and whenever there is an admission fee or leasing fee and when possession and consumption is specifically authorized by resolution of Columbia City Council and the event organizer obtains a permit or license if required by the South Carolina Department of Revenue for the possession and/or consumption of beer, ale, porter, malt or wine only at the event. ***Public events held in Page Ellington Park and Riverfront Park shall end by 9:00 p.m. and service of beer and wine only shall end by 8:30 p.m. Public events held in the Keenan House, Finlay Park, Busby Street Community Center, Eau Claire Print Building, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park and the Lincoln Street Tunnel shall end by 10:00 p.m. and service of beer and wine shall end by 9:30 p.m.;*** or
  - b. At private functions, authorized by the city, for which the South Carolina Department of Revenue does not require a permit or license for the possession and/or consumption of alcoholic beverages, beer or wine. ***Private functions held in Page Ellington Park, Riverfront Park shall end by 9:00 p.m. and service of beer and wine only shall end by 8:30 p.m. Private functions held in the Keenan House, Finlay Park, Busby Street Community Center, Eau Claire Print Building, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park and the Lincoln Street Tunnel shall end by 10:00 p.m. and service of beer and wine shall end by 9:30 p.m.;***
- (9) *Fireworks.* Possess, explode, discharge or ignite fireworks of any kind, unless specifically permitted by the department of parks and recreation and the fire marshal.
- (10) *Parking in unauthorized area.* Park or leave automobiles, trucks, bicycles, unicycles, tricycles, scooters, mopeds, motorcycles, motorbikes, motorized carts or other motorized vehicles in places other than those specifically designated for such purpose.
- (11) *Vending or peddling.* Vend, sell, peddle or offer for sale any commodity or article, except sales conducted by or specifically permitted by the department of parks and recreation.



- (12) *Violation of rules and regulations of parks and recreation department.* Violate any rule or regulation promulgated by the parks and recreation department of the city.
- (13) *Improper use of park equipment and furniture.* It shall be unlawful for any person to recline upon any seat, table, bench, or in any location not intended for occupancy.
- (14) *Exclusive minor child play zones.* The director of parks and recreation shall designate exclusive minor child play zones within such city parks as deemed appropriate to enhance the safety of minor children at play and limit the use of playground equipment to age appropriate users
  - a. No persons over the age of twelve years are allowed in exclusive minor child play zone areas unless such persons are the parents, legal guardians or authorized temporary custodians caring for the minor child or minor children playing within the area or family members of the minor child or minor children playing within the area.
  - b. Authorized temporary custodians for the purpose of this subsection (14) are any person who has a minor child or minor children in his or her care and custody with the consent of the minor child or minor children's parent(s) or legal guardian(s).
  - c. The boundaries of exclusive minor child play zones shall be clearly designated by the placement of fencing or other discernable barriers along with the placement of signage.
  - d. Prior to implementing exclusive minor child play zones within any park, the parks and recreation director shall request that the designation be placed on city council's agenda for public input and for approval by a majority vote of members of city council present at the meeting.
  - e. This subsection does not apply to special authorized events held within the city parks.
- (15) *Concealable weapons.* Openly carry a concealable weapon.
- (16) *Firearms.* At events subject to the provisions of Sec. 15-1(8), possession of firearms within the boundaries of the areas in which the possession and/or consumption of alcoholic beverages are permitted.

#### **Sec. 15-4. Hours of operation.**

(a) *Hours closed to public.* Except as otherwise provided herein, all city parks, playgrounds, recreation centers, ball diamonds, tennis courts, athletic or recreational facilities, greenbelts or any other areas, real property or other premises designated for public recreational use by the city (recreational facilities) shall be closed daily to the general public from official sunset to official sunrise. Official sunrise to sunset as defined by the National Weather Service for Columbia, South Carolina and published by The State Newspaper.

The director of parks and recreation shall cause notice to be placed at the main entrances of recreational facilities notifying the general public of the hours that the recreational facility is open for use by the general public as follows:

- (1) *Tot lot/playgrounds.* Sunrise to sunset. These facilities include the following:

Anna Mae Dickson Mini Park  
 Elmwood/Roy Lynch Park  
 Fairwold Park  
 Hollywood/Rosehill Park  
 Isaac McClinton Park  
 Realtors Park

- (2) *Neighborhood Centers/Parks.* Unless otherwise noted the hours shall be from 7:30 a.m. to 6:00 p.m. (Summer) and 2:00 p.m. until 6:00 p.m. (academic year) These facilities include the following:

Busby Neighborhood Center  
 Emily Douglas  
 Hampton  
 Heathwood

Kathryn M. Bellfield-Booker Washington Heights Cultural Arts Center. Hours of operation

Monday – Friday – 10:00 a.m. – 8:00 p.m.  
 Saturday - 10:00 a.m. – 6:00 p.m.  
 Closed on Sunday

Mays Park  
 Melrose Park  
 Pacific Park  
 Rosewood Park  
 St. Anna's Park  
 Sims Park  
 South Edisto Neighborhood Center

- (3) *Neighborhood Parks.* Sunrise to sunset.

Busby Neighborhood Park  
 Emily Douglas Park  
 Hampton Park  
 Heathwood Park  
 Lester Bates Park  
 Lincoln Park  
 Marshal Park  
 Mays Park  
 Melrose Park  
 Pacific Park  
 Rosewood Park  
 St. Anna's Park  
 Sims Park  
 South Edisto Discovery Park

- (4) *Play fields/athletic fields.* These facilities include the following:

Columbia Tennis Center—6:00 8:00 a.m. to 9:00 p.m.  
 Thomas S. Martin and Valencia Park 6:00 a.m. to 9:00 p.m.

- (5) *Community centers/parks.* 2:00 p.m. 6:00 a.m. to 9:00 p.m. unless otherwise noted. These facilities include the following:

Ben Arnold Center

Drew Wellness Center—Hours of operation:

Monday—Thursday: 5:30 a.m.—10:00 9:00 p.m.

Friday—5:30 a.m.—8:00 p.m.

Saturday 8:00 a.m.—6:00 p.m.

Sunday 2:00 p.m.—6:00 p.m.

Greenview

Hyatt

Lorick

M.L. King

Pinehurst

Woodland

- (6) *Community parks.* 6:00 a.m. to 9:00 p.m. These parks include the following:

Drew Park

Earlewood Park

Greenview Park

Greenview Pool—Seasonally as posted

Hyatt Park

Lorick Park

M.L. King Park

Maxcy Gregg Park—Sunrise to sunset

Maxcy Gregg Pool—Seasonally as posted

Pinehurst Park

Woodland Park

- (7) *Regional parks.* 6:00 a.m. to 9:00 p.m. These facilities include the following:

Boyd Plaza

Coble Plaza

Finlay Park

Granby Park. Sunrise to sunset.

Memorial Park

Owens Field Park

Page Ellington Park

Riverfront/Canal Park

Saluda River

Southeast Park

- (8) *Premier rental facilities.* 8:00 a.m. to 11:00 p.m. These facilities include the following:

Busby Neighborhood Center

Earlewood Community Building

Keenan House

Eau Claire Print Building

(b) *Unlawful acts.*

(1) It shall be unlawful for any person to remain upon the premises of any recreational facility during the hours that such are closed to the public after being warned to leave by an officer of the Columbia Police Department.

(2) It shall be unlawful for any person to enter upon the premises of any recreational facility during the hours that such are closed to the public after having been warned to leave any recreational facility within six months preceding the date of the offense.

(c) *Exceptions.* This section shall not apply to:

(1) Persons whose presence is authorized by city by contract, agreement, lease or otherwise or by a permit issued by the director of parks and recreation, or his designee, in compliance with all other city ordinances, rules or regulations;

(2) Persons remaining in the recreational facility after the time for closing who are participating in or attending events, activities or programs previously scheduled or authorized by the parks and recreation department because the event, activity or program has not concluded;

(3) Persons making use of any public way located through a recreational facility; however, such persons must confine themselves to the limits of the public way;

(4) Persons who are actually engaged at such time in the official business of any city, county, state or the United States or any agency or department thereof.

Requested by:

Assistant City Manager Simons

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:





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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2024-088 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article VII, Weeds and Debris, Sec. 8-301, et seq.

**REQUISITION NO.:** 2024-088

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**PURPOSE:**

**Endorsed by the Health, Social and Environmental Affairs Committee on October 22, 2024.**

**ATTACHMENTS:**

- **#a:** 2024-088 - Amending the 1998 Code of Ordinances of the City of Columbia, SC Chapter 8 (PDF)

## ORDINANCE NO.: 2024-088

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article VII, Weeds and Debris, Sec. 8-301, et seq.*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_ day of \_\_\_\_\_, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article VII, Weeds and Debris, Sec. 8-301, *et seq.*, is amended to read as follows:

### Sec. 8-301. - Removal required.

It shall be unlawful for the owner and/or occupant of property to fail to cut grass, weeds and other overgrowth vegetation on property when the grass, weeds and other overgrowth vegetation is of a greater height than one foot on the average, or to permit the property to serve as a breeding place for mosquitoes, as a collecting place for trash and litter, or as a fire hazard, any one of which situations is declared to be a nuisance. However, in accordance with Sec. 8-306 (below), if the area in question is a planned and managed naturalistic landscape, designed to support pollinators, birds and other wildlife, these restrictions do not apply. It shall be the duty of the owner and occupant to cut and remove all grass, weeds and other overgrowth vegetation as often as necessary so as to comply with this section, unless the vegetation has been installed and managed to support habitat. Vacant lots shall be cut at least three times per year, as required during the growing season (April through September). Heavily wooded lots where equipment cannot maneuver on the lot because of density of the area shall be trimmed within 20 feet of street right-of-way and adjacent improved property and kept free of litter.

### Sec. 8-302. - Notice to remove.

Whenever the public services department of the city, or its duly authorized agent or representative, shall find that weeds or other rank vegetation has been allowed to stand upon, or any such debris has been allowed to accumulate and remain upon, any lot or parcel of land in the city, unless said vegetation is part of a planned and managed naturalistic landscape, the public services department may serve notice upon the owner, lessee or occupant of the premises, or upon the agent or representative of the owner of such land having control thereof, to comply with the provisions of this article. It shall be sufficient notification to deliver the notice to the person to whom it is addressed, or to deposit a copy of such notice in the United States mail properly stamped and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(Code 1979, § 9-3022)

### Sec. 8-303. - Failure to comply with notice.

LEGAL DEPARTMENT DRAFT



If the person to whom the notice is directed under the provisions of section 8-302 fails or neglects to cause such weeds or other rank vegetation to be cut and removed or such debris to be removed from any such premises within thirty days after such notice has been served, or deposited in the United States mail, or posted upon the premises, such person shall be guilty of a misdemeanor, punishable, upon conviction, in accordance with section 1-5.

(Code 1979, § 9-3023)

Sec. 8-304. - Removal by city on failure to comply with notice.

Weeds, rank vegetation or debris existing on any property not removed pursuant to section 8-303 may be removed by a duly authorized agent of the city, and the cost of doing so shall become a lien upon the property affected and shall be collected in the same manner as municipal taxes are collected. This remedy shall be cumulative to other remedies, penalties or fines.

(Code 1979, § 9-3024)

Sec. 8-305. - Removal by city at request of owner or occupant.

Upon the written request by the owner or the person in control of any lot or parcel of land covered by this article, and the payment to the city for the services, the public services department may enter upon any such lands and cut and remove the weeds or other rank vegetation or remove such debris therefrom, the charge and cost of such service to be paid into the city treasury.

(Code 1979, § 9-3025)

Sec. 8-306. – Certification of naturalistic landscape or garden.

In recognition of the environmental benefits of planned, managed, naturalistic landscapes and gardens, the city recognizes the need for a deviation from strict code enforcement regarding these properties.

- a) To assist with this, the city encourages any such garden to be certified as such by a reputable organization. Such organizations include, but are not limited to, South Carolina Wildlife Federation, Gills Creek Watershed Association, and Clemson's Carolina Yard. Signage verifying compliance with these organizations' standards is encouraged, but not required.
- b) Registration with City of Columbia Code Enforcement is required to maintain a naturalistic garden within the City. Owners or persons in control of such gardens shall contact Code Enforcement to provide vital information, such as address and contact information. Property owners must also provide evidence of certification with an organization such as those listed in subsection a or submit to a site visit by Code Enforcement. In such a visit, code enforcement officers shall look for "cues to care," such as trimmed borders, signage, birdbaths, paths, and the like when attempting to determine if a potentially offensive property is actually a planned and managed garden.
- c) Owners or persons in control of naturalistic gardens remain subject to all other City ordinances regarding environmental health and sanitation as listed in the rest of

Chapter 8. Code enforcement retains the authority to issue notice and/or remove offending vegetation pursuant to both 802 and 803 above, as well as other subsections within this Chapter.

Secs. 8-307-8-330. - Reserved.

Requested by:

Mayor Daniel Rickenmann

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2024-093 - Amending Ordinance 2023-041 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (2019 Bull Street Owner, LLC, Richland County TMS # R09016-07-01)

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** Updated Project Briefing - Council Agenda - 2019 Bull Street Owner LLC (PDF)
- **#b:** 2024-093 - Ordinance Consenting to MCP Inclusion (2019 Bull Street Owner, LLC) (PDF)

## Columbia City Council Project Briefing

**Project Name:** Project Astral

**Developer:** 2019 Bull Street Owner, LLC, Astral Development is the parent company

**Economic Development Committee Recommendation:** Approval (3-0)

**Committee Approval Date:** December 13, 2022

**Address(s):** 2019 Bull Street

**TMS Numbers:** R09016-07-17, R09016-07-18, R09016-07-02, R09016-07-03, R09016-07-04, R09016-07-06, and the addition of R09016-07-01

**Project Investment:** \$47,948,000

**City Commitment:** Commercial Program Abatement of 50% of property taxes for up to 10 years

**Project Summary:** Astral Development is seeking to develop a mixed-use property with 193 residential units and 32,000 gsf of commercial space located at 2019 Bull Street. The 1.6-acre property site at 2019 Bull Street currently consists of six semi-detached, single-story, office / warehouse buildings totaling approximately 36,229 gsf. Astral Development is planning to demolish existing improvements on the property and develop a new 282,500 sf mixed-use multifamily with 193 residential units, subterranean parking, and 32,000 sf of retail. The residential units will consist of one, two, and three-bedroom market rate apartments with high-end finishes, modern appliances, and outdoor space.

The project will provide housing options in Columbia that will cater to young professionals, recent graduates, and young families who are seeking for a more urban lifestyle with urban amenities, with an aim to provide amenities for residents as well as citizens in the surrounding community. The project will be designed to create more street activation through retailers that will attract foot traffic, pedestrian friendly design features and integration of bike lanes on our block [in partnership with the city].



## ORDINANCE NO.: 2024-093

*Amending Ordinance 2023-041 Consenting to the Inclusion of Property in a Multi-County  
Industrial/Business Park  
(2019 Bull Street Owner, LLC, Richland County TMS # R09016-07-01)*

WHEREAS, the City of Columbia, South Carolina 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, the project to be undertaken by 2019 Bull Street Owner, LLC (the "Developer") has committed to establish market rate housing and commercial space, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$38,000,000; 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 41-175 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 for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

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

WHEREAS, the City and County have already included the following properties in the Park through Ordinance 029-23HR, Richland County TMS # R09016-07-17, R09016-07-18, R09016-07-02, R09016-07-03, R09016-07-04, R09016-07-05, and R09016-07-06.

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 within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2024 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

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

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

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall be the greater of ten (10) years or the year in which the Developer's Public Infrastructure costs are fully reimbursed, 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, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

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

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. If not already so completed, the Project must proceed with credit application no later than



December 31, 2023 in order to be eligible to receive the Credit and must continue to 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:

First Reading:

Second Reading:

LEGAL DEPARTMENT DRAFT

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

R09016-07-01

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being at the Southeastern corner of the intersection of Elmwood Avenue and Marion Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, measuring on its Eastern and Western sides forty-four and 3/10 (44.3') feet, more or less, and on its Northern and Southern sides one hundred and four (104') feet, more or less, bounded as follows, to wit: On the North by said Elmwood Avenue; on the East by lot formerly of LaRoche; on the South by the alley way hereinafter referred to, and on the West by said Marion Street; together with the use of, in and the right of way over and along the alley way nine (9) feet in width adjoining the lot above on the South for its entire depth; the use of said alley way being essentially necessary to the use and enjoyment of the lot hereinabove described and conveyed. (For agreement creating and establishing the joint alley way hereinabove referred to between Margery E. Walker and others, see agreement recorded in the Office of the Register of Deeds for Richland County in Book DT at pagee 102).

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The legal description includes parcels bearing Richland County tax map number: R09016-07-01. It being understood that such parcels may be further subdivided or combined or may be enlarged by the closure of adjoining public roadways or public rights-of-way in accordance with applicable law.



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2024-094 - Authorizing the City of Columbia to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$15,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** 2024-094 - Ordinance to Authorize Lease (PDF)

**ORDINANCE NO.: 2024-094**

*Authorizing the City of Columbia to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$15,000,000 between the City and the lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The City Council (the "Council") of the City of Columbia, South Carolina (the "City"), hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into a lease purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the City Manager and Assistant City Manager for Finance and Economic Services for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the "Equipment").

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide service necessary and useful to the operations of the City government.

LEGAL DEPARTMENT DRAFT



Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding \$15,000,000. The Request for Proposals in the form set forth as Exhibit B hereto and the distribution thereof to various banks and other financial institutions in the City and other locations as the City Manager and Assistant City Manager for Finance and Economic Services determined, is hereby ratified and approved. Without further authorization, the Council hereby delegates to the Mayor and the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to: (a) determine the principal amount of the Lease Agreement, if less than authorized by this Ordinance; (b) determine the payment schedule under the Lease Agreement; (c) determine the final payment date under the Lease Agreement; (d) determine the terms relating to any prepayment of the Lease Agreement; (e) determine the date and time for receipt of bids under the Request for Proposals; (f) accept, as well as negotiate, with any responsible bidder under the terms of the Request for Proposals and award the sale of the lease purchase financing to the bidder (the "Bidder") submitting the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (g) make changes to the quantity, cost or description of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an "Authorized Person"), is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder, and to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The proceeds of the Lease Agreement may be used for the acquisition of the Equipment as well as any of the City's costs of issuance related thereto. The Lease Agreement is to be in the form as shall be approved by any Authorized Person, the Authorized Person's execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents; Ratification of Certain Actions. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk and City Attorney are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth and the transactions contemplated hereby and thereby, and the actions of such officers in executing and delivering any of such documents, in such form as any Authorized Person shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The City, as lessee under the Lease Agreement, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended ("Code") and regulations promulgated thereunder in effect on the date of the execution and delivery of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The City Manager and Assistant City Manager for Finance and Economic Services of the City, or any one of them acting alone, are hereby authorized to adopt or modify written procedures for and on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Lease Agreement or other tax-exempt bonds issued by the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Equipment prior to the issuance of the Lease Agreement or Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Equipment will be the City's general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the City within thirty (30) days of the City's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City's revenue or its tax base.

Section 7. Severability. All ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

LEGAL DEPARTMENT DRAFT



Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

LEGAL DEPARTMENT DRAFT

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

Requested by:

Assistant City Manager Palen

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:

[Signature page]

LEGAL DEPARTMENT DRAFT

EXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

LEGAL DEPARTMENT DRAFT

EXHIBIT BForm of Request for Proposals

LEGAL DEPARTMENT DRAFT

## REQUEST FOR PROPOSALS

### City of Columbia, South Carolina Equipment Lease Purchase Financing, 2025

Response Due: \_\_\_\_\_, 2025  
12:00 Noon, South Carolina Time

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### [NOT] BANK QUALIFIED

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The City of Columbia, South Carolina (the “City”), is requesting proposals from various banks and financial institutions for a not exceeding \$15,000,000 tax-exempt (non-bank qualified) lease purchase financing to defray the costs of acquiring certain equipment as described herein. The City invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing. The City presently maintains underlying general obligation ratings<sup>1</sup> of Aa1/AA+ from Moody’s Investors Service, Inc./S&P Global Ratings but will not obtain a rating specific to the Lease Agreement (as defined herein). The City strongly discourages the submission of a bid which would require any modification to the approving ordinance.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked “Proposal for 2025 Equipment Lease Purchase” and should be mailed or delivered to:

Kristine A. Githara  
Finance Director  
City of Columbia  
1136 Washington Street  
Columbia, SC 29201

E-Mail Proposals: Electronic proposals may be e-mailed to the attention of Ms. Kristine A. Githara, Finance Director, at [kristine.githara@columbiasc.gov](mailto:kristine.githara@columbiasc.gov), with a copy to Burr & Forman LLP, Special Counsel to the City, to the attention of Michael J. Seezen, Esq. at [mseezen@burr.com](mailto:mseezen@burr.com).

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED. THE CITY, IN ITS SOLE DISCRETION, SHALL DETERMINE THE TIMELINESS OF RECEIPT OF ALL PROPOSALS REGARDLESS OF THE MANNER IN WHICH THEY ARE DELIVERED. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR

<sup>1</sup> Copies of the City’s most recent credit reports addressing its general obligation ratings are available upon request. These credit reports were principally obtained for an appropriation-based installment purchase revenue bond issued for the benefit of the City in 2021. Although these reports reference or affirm the City’s general obligation ratings, they were not prepared in connection with a specific general obligation bond issued by the City.

RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF PROPOSALS.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the City, in its sole discretion, reserves the right to select the proposal determined to be the most advantageous to the City. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the City. The City reserves the right to reject any or all bid proposals as well as negotiate with the lowest responsible bidders.



I. Terms and Conditions

- (a) Amount to be Financed: Not exceeding \$15,000,000. The City retains the option to reduce the total amount to be financed by up to 10%. The final amortization structure of the Lease Agreement will be subject to the mutual agreement of the City and the successful bidder. A bid for less than the total principal amount contemplated by this Request for Proposals will not be considered.
- (b) Funding Options. Bidders may submit proposals on either or both of the following two basis:
1. Fully-Funded. Proceeds of the financing will be fully funded at closing, and deposited to an account held for the benefit of the City (the "Acquisition Account"). Interest will accrue on the full principal amount of the financing from the date of closing. If a bidder requires that the Acquisition Account be held by the bidder or its designee, the bidder must so indicate on its proposal (including any fees required thereunder). Otherwise, the City retains the right to designate a bank to act as custodian of the Acquisition Account. Interest earnings in the Acquisition Account must accrue to the City.
  2. Draw-Down. Proceeds of the financing will be advanced to the City on an as-needed basis, during the first thirty-six (36) months after the execution of the financing. Interest will accrue from the respective dates of each advance.
- (c) Payments/Interest Rate: The final payment of principal and interest shall be due on or before \_\_\_\_\_. Payments of principal and interest shall be made monthly, commencing on the later of \_\_\_\_\_, 2025, or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity (in either case, payments of principal and interest may be made without penalty or interest on the first business day following the day such payments are actually due). The City will consider other proposed terms for the Lease Agreement (including longer or shorter terms) but reserves the right to reject any terms or structure which are inconsistent with its plan of finance.

Bidders shall submit a bid consisting of a single fixed rate of interest per annum for the total principal amount of the Lease Agreement. Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months ("30/360 Day Count"). For purposes of analyzing bids received and determining the award of the Lease Agreement, the City will utilize a 30/360 Day Count.

**Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the Code (as defined herein), changes in the bidder's capital requirements or cost of capital, or for any other reason (other than the loss of tax exemption due solely to the actions or inactions of the City), will be rejected. In the event of a tie bid and absent other factors favoring one proposal over another in the City's sole and absolute discretion, the Lease Agreement will be awarded to the bidder whose bid was received first in the City's sole and absolute discretion.**

- (d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (currently expected to be on or about \_\_\_\_\_, 2025 subject to mutual agreement of the City and the successful bidder). Bidders may request a closing date later than that identified herein by the City so long as the interest rate, costs and other terms of the bid are similarly guaranteed from the date of such bidder's proposal until such bidder's requested alternate closing date.
- (e) Equipment/Form of Lease Agreement: See attached Exhibit A for a description of the general categories and types of equipment proposed to be financed. At the request of a bidder, the City agrees to provide more detailed information regarding the equipment proposed to be financed to such bidder prior to the date and time that responses are due; however, the City reserves the right to add, delete or modify equipment from such list any time prior to the purchase thereof from the proceeds of the Lease Agreement, as may be necessary or desirable to suit the City's capital needs, for so long as such equipment continues to be described within the categories set forth in Exhibit A hereto.

The successful bidder's proposed form of equipment lease purchase agreement ("Lease Agreement") should be provided to the City's Special Counsel within three (3) business days of the award of the successful proposal.

- (f) Non-appropriation: A non-appropriation provision acceptable to the City must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition Account (as defined below) must be subject to annual appropriation by the City.
- (g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (h) Deficiency Judgment: No deficiency judgment can be assessed or imposed



against the City nor will the full faith, credit and taxing power of the City be pledged to the payment of the Lease Agreement.

- (i) Title: Title to the equipment will be in the name of the City subject to the bidder's rights under the Lease Agreement. The successful bidder shall be responsible for taking all actions it deems necessary to impose its lien upon or perfect any security interest in the equipment.

Unencumbered title to the equipment must be provided to the City, and the bidder's lien on the equipment must be released, on the date of final payment, whether upon maturity or prior redemption of the Lease Agreement. The Lease Agreement must allow the City to dispose of certain of the equipment in its sole discretion prior to the termination of the Lease Agreement provided the value of the remaining items of equipment is not less than the outstanding principal balance of the Lease Agreement at the time of such disposition.

- (j) Payments for Equipment; Investments: Payments from the Acquisition Account or amounts advanced by the successful bidder, as applicable, may be made either to the City as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the City, which may be up to twenty-four (24) months following the execution of the financing unless otherwise mutually agreed upon by the successful bidder and the City. Without limitation of the foregoing, payments therefrom must be made available upon request of the City for periodic partial payments to equipment vendors for the manufacture and/or assembly of equipment prior to delivery and acceptance of such equipment by the City. All funds invested or deposited in the Acquisition Account shall at all times be invested or deposited, as applicable, in a manner which satisfied the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.

- (k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel and the City's financial advisor will be paid by the City. Any fees and costs of the bidder (including its legal expenses) to be paid by the City must be stated in the response to this Request for Proposals and may be taken into account by the City in its bid analysis. The Lease Agreement must allow the City to pay its legal fees, financial advisor fees and other fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.

- (l) Insurance: The City is self-insured for property, casualty and general

liability risks. The equipment will be insured in a similar manner.

- (m) Closing: The City expects to accept the successful proposal on \_\_\_\_\_, 2025 (the "Award Date"), and close the transaction on \_\_\_\_\_, 2025, or such other date as may be mutually agreeable to the City and the successful bidder.
- (n) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the City, the Lease Agreement will be subject to prepayment at the option of the City in whole or in part at any time without any prepayment penalty.
- (o) Lease Agreement [Not Designated] [Designated] as Qualified Tax-Exempt Obligation: The City has **[not]** designated the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code, as amended (the "Code"), relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.
- (p) Confidentiality. If requested by a bidder, the City and its professional advisors will maintain the confidentiality of such bid and the contents therein beginning from the City's receipt of such bid until the Award Date; however, neither the City nor its professional advisors shall be subject to any term or provision relating to the confidentiality of any bid or the contents therein following the Award Date. Notwithstanding anything to the contrary, in no event shall any confidentiality term or provision contained in any bid prevent any disclosure by the City required by any applicable law or regulation (including continuing disclosure undertakings by the City required thereby) or as a result of any legal or administrative procedure.

## II. Proposal Requirements

- (a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted.
- (c) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and conditions associated with the proposal.



- (e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing annual payment amounts for the term of the financing.
- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

### III. Evaluation of Proposals and Award

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal as determined by the City in its sole and absolute discretion. After the proposals are received, they will be evaluated by the officials of the City based on various factors, including, but not limited to, the interest rate, proposed form of Lease Agreement, redemption terms, prepayment provisions or limitations, additional credit or underwriting approval, legal or other additional costs of the proposer to be paid by the City or factored into the interest rate, additional covenants and terms, if any, and other conditions set forth therein. The City reserves the right to reject any and all proposals or to waive irregularities in any proposal. The City expects to accept the successful proposal by the close of business on the Award Date.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the Burr & Forman LLP, Special Counsel, and the City's attorney, Teresa A. Knox, Esq.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the City to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

Interest on the Lease Agreement is not an item of tax preference for purposes of the federal individual alternative minimum tax. The Inflation Reduction Act, H.R. 5376, recently enacted into law, includes an alternative minimum tax to be imposed on the "adjusted financial statement income" of "applicable corporations," as each is defined therein. The interest on the Lease Agreement may be included in the adjusted financial statement income of such applicable corporations for purposes of computing such alternative minimum tax.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax

liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective bidders should be aware that execution and performance under the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective bidders of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the City with respect to certain material facts solely within the knowledge of the City relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be required to execute an Investment Letter to the City in substantially the form attached hereto as Exhibit B and incorporated herein by reference.

VII. Additional Information. The City presently maintains underlying general obligation ratings of Aa1/AA+ from Moody's Investors Service, Inc./S&P Global Ratings (the "GO Ratings") but will not obtain a rating specific to the Lease Agreement. As provided previously, the Lease Agreement will not be a general obligation of the City and must include a non-appropriation provision acceptable to the City.

Audited financial reports of the City are available on the City's website<sup>2</sup> (which website is not intended to be an active hyperlink and the information contained therein is not incorporated by reference herein).

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<sup>2</sup> <https://finance.columbiasc.gov/acfrs/>



If you should have any questions regarding the Request for Proposals, you should contact:

Kristine A. Githara

Finance Director

Phone: 803.545.3409

E-Mail: [kristine.githara@columbiasc.gov](mailto:kristine.githara@columbiasc.gov)

Michael J. Seezen, Esq.

Burr & Forman LLP

Phone: 803.753.3257

E-Mail: [mseezen@burr.com](mailto:mseezen@burr.com)

Bidders are encouraged to submit any questions or requests for further information to the City at least two business days prior to the date proposals are due (\_\_\_\_\_, 2025), in order to ensure sufficient time for the City to review and respond to such questions or requests.

**No questions may be directed to or contacts made with the Mayor, other members of City Council or any City staff not identified in this Request for Proposals as points of contacts during the period of time that this Request for Proposals is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.**

\_\_\_\_\_  
/s/ Jeffery M. Palen

City of Columbia, South Carolina

Assistant City Manager for Finance and

Economic Services

\_\_\_\_\_, 2025

EXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT BForm of Investment Letter

\_\_\_\_\_, 2025

City of Columbia, South Carolina  
Columbia, South Carolina

Teresa A. Knox, Esq.  
City Attorney, City of Columbia  
Columbia, South Carolina

Burr & Forman LLP  
Columbia, South Carolina

RE: City of Columbia, South Carolina  
[Lease Agreement], 2025, \$\_\_\_\_\_

This letter is provided by \_\_\_\_\_ (the "Lessor") in connection with the execution and delivery of a [Lease Agreement] dated as of \_\_\_\_\_, 2025 (the "Agreement") between the Lessor and City of Columbia, South Carolina (the "City"). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Agreement. The undersigned, an authorized representative of the Lessor, hereby represents to you that:

1. The Lessor has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the Agreement.
2. The Lessor has authority to enter into the Agreement and to execute this letter and any other instruments and documents required to be executed by the Lessor in connection with the Agreement.
3. The undersigned is a duly appointed, qualified and acting representative of the Lessor and is authorized to cause the Lessor to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lessor.
4. The Lessor understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the City and the Agreement is being provided with respect to the Agreement. In due diligence, the Lessor has made its own inquiry and analysis with respect to the City, the Agreement, the [Lease Payments] and the security therefor, and other material factors affecting the security for and payments to be made under the Agreement.

5. The Lessor acknowledges that it (a) has either been supplied with or has access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions; and (b) has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Agreement, the [Lease Payments] and the security therefor, so that as a reasonable investor, it has been able to make its decision to enter into the Agreement.

6. The Lessor is primarily entering into the Agreement for its own account (or for that of its consolidated taxpayer group) and not with a current view to resale or other distribution thereof, and the Lessor does not currently contemplate the division of the Agreement nor the resale or other disposition of the Agreement, or any part thereof, except as permitted by law and subject to applicable securities laws and regulations thereunder.

7. The undersigned acknowledges that the Lessor will file any UCC financing statements or otherwise take any actions necessary in order to perfect the Lessor's security interest in any collateral in connection with the Agreement.

8. Lessor understands that the scope of engagement of Teresa A. Knox, Esq., as City Attorney, with respect to the Agreement has been limited to the matters set forth in her opinion.

9. The undersigned understands that the scope of engagement of Burr & Forman LLP, as Special Counsel for the City with respect to the Agreement, has been limited to matters set forth in its opinion.

[LESSOR]

By: \_\_\_\_\_

Its: \_\_\_\_\_



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Resolution No.: R-2024-070 - Ratifying the Authorization to consume beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 8, 2024

**REQUISITION NO.:** R-2024-070

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** R-2024-070 - Ratifying Arts and Draughts (Nov 8) (PDF)
- **#b:** R-2024-070 - Arts and Draughts (Nov 8) (PDF)

**RESOLUTION NO.: R-2024-070**

*Ratifying and Authorizing the Adoption of Resolution No.: R-2024-070, Authorizing the consumption of beer and wine only for the area known as Boyd Plaza, adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 8, 2024*

BE IT RESOLVED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024, that the adoption of Resolution No.: R-2024-070 is authorized, ratified; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any other documents necessary, as approved by the City Attorney, and that City Council does hereby ratify any such documents executed, in order to authorize the consumption of beer and wine only for the area known as Boyd Plaza, adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 8, 2024.

Requested by:

Teresa Wilson, City Manager

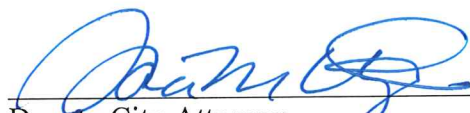
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

ATTEST:

Approved as to form:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



## RESOLUTION NO.: R-2024-070

*Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 8, 2024*

WHEREAS, the Columbia Museum of Art ("CMA") is hosting Arts and Draughts on Friday, November 8, 2024 from 6:00 p.m. until 11:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for Arts and Draughts from 6:00 p.m. until 12:00 a.m. for preparation and staging of the area for an outdoor event to be held between 6:00 p.m. until 11:00 p.m., and for patrons to consume beer and wine beverages only on Friday, November 8, 2024 from 6:00 p.m. until 10:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Arts and Draughts, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Friday, November 8, 2024, 6:00 p.m. until 11:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require its agents, employees, vendors, contractors, and event attendees to adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face coverings, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours 6:30 p.m. until 11:30 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Friday, November 8, 2024, from 6:00 p.m. until 10:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum for Arts and Draughts that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Arts and Draughts, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted

LEGAL DEPARTMENT DRAFT



only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

  
Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Resolution No. R-2024-083 - Ratifying the Authorization to consume beer and wine only at the Greek Jam 2024 Fundraiser at Greene Street Between Harden Street and Pavillion Street on Saturday, October 26, 2024

**REQUISITION NO.:** R-2024-083

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** R-2024-083 - Ratifying Greek Jam 2024 Fundraiser (PDF)
- **#b:** R-2024-083 - Greek Jam 2024 Fundraiser (PDF)
- **#c:** Greek Jam 2024 Fundraiser Request Form (PDF)

**RESOLUTION NO.: R-2024-083**

*Ratifying and Authorizing the Adoption of Resolution No.: R-2024-083, Authorizing consumption of beer and wine only at the Greek Jam 2024 Fundraiser on Saturday, October 26, 2024, with a rain contingency date of Saturday, November 2, 2024.*

BE IT RESOLVED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024, that the adoption of Resolution No.: R-2024-083 is authorized, ratified; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any other documents necessary, as approved by the City Attorney, and that City Council does hereby ratify any such documents executed, in order to authorize the consumption of beer and wine only at the Greek Jam 2024 Fundraiser on Saturday, October 26, 2024, with a rain contingency date of Saturday, November 2, 2024.

Requested by:

Teresa Wilson, City Manager

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

ATTEST:

Approved as to form:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**RESOLUTION NO.: R-2024-083**

*Authorizing consumption of beer and wine only at the Greek Jam 2024 Fundraiser on Saturday, October 26, 2024, with a rain contingency date of Saturday, November 2, 2024.*

WHEREAS, University of South Carolina Interfraternity Council ("Sponsor") is hosting the Greek Jam 2024 Fundraiser at Greene Street between Harden Street and Pavillion Street from 3:00 p.m.-8:00 p.m. on Saturday, October 26, 2024; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the front of "Smokers Town" located at 800 Harden Street to the end of "Pure Barre" located at 2123 Greene Street from 7:00 a.m. on October 26, 2024 until 10:00 p.m. on October 26, 2024 for preparation and staging of the area for an outdoor event to be held between 3:00 p.m. and 8:00 p.m. on October 26, 2024 and for patrons to consume beer and wine beverages only on Saturday, October 26, 2024 from 3:00 p.m. until 7:00 p.m., with a rain contingency date of Saturday, November 2, 2024; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the front of "Smokers Town" located at 800 Harden Street to the end of "Pure Barre" located at 2123 Greene Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, October 26, 2024 from 3:00 p.m. to 8:00 p.m. *See Resolution No. 2021-099 (Sept. 7, 2021).*
2. Organizer shall establish a boundary line around the event space within the front of "Smokers Town" located at 800 Harden Street to the end of "Pure Barre" located at 2123 Greene Street and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.



8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 7:00 a.m. on October 26, 2024 until 10:00 p.m. on October 26, 2024.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 3:00 p.m. and 7:00 p.m. on Saturday, October 26, 2024, with a rain date contingency of Saturday, November 2, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time from 3:00 p.m. until 8:00 p.m. on Saturday, November 2, 2024, the front of "Smokers Town" located at 800 Harden Street to the end of "Pure Barre" located at 2123 Greene Street; serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the front of "Smokers Town" located at 800 Harden Street to the end of "Pure Barre" located at 2123 Greene Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.



PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, October 26, 2024, that the front of "Smokers Town" located at 800 Harden Street to the end of "Pure Barre" located at 2123 Greene Street shall be closed on Saturday, November 2, 2024. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

DONE AND RATIFIED this \_\_\_\_ day of \_\_\_\_\_, 2024

Requested by:

Assistant City Manager Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

|                                            |            |                                                           |                                                           |      |
|--------------------------------------------|------------|-----------------------------------------------------------|-----------------------------------------------------------|------|
| DATE OF REQUEST                            | 10/16/2024 | REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#) | Bari Klarberg<br>(704) 488-1474<br>Bariklarberg@gmail.com | 38.c |
| ESTIMATED NUMBER OF ATTENDEES ANTICIPATED: | 1000       |                                                           |                                                           |      |

|                                                              |                           |
|--------------------------------------------------------------|---------------------------|
| EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser) | Greek Jam 2024 Fundraiser |
|--------------------------------------------------------------|---------------------------|

|                                                         |                  |
|---------------------------------------------------------|------------------|
| DATE(S) OF EVENTS: (multiple day can be on one request) | October 26, 2024 |
|---------------------------------------------------------|------------------|

|                                                                                                                                                                                                                                                                   |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.) | 11/02/2024 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|

|                                                                                                                                        |                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street) | Greene Street Between Harden Street and Pavillion Street |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|

|                                                                                                                                                                      |                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza) | Greene Street Between Harden Street and Pavillion Street |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|

|                                                                                                             |                  |
|-------------------------------------------------------------------------------------------------------------|------------------|
| HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP | 7:00am - 10:00pm |
|-------------------------------------------------------------------------------------------------------------|------------------|

|                                                |               |
|------------------------------------------------|---------------|
| HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)* | 3:00pm-8:00pm |
|------------------------------------------------|---------------|

|                                                                                                                                                                      |               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)* | 3:00pm-7:00pm |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

**\*DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM\* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Kiera.Daniel@columbiasc.gov. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/ property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

**\*All outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; [george.adams@columbiasc.gov](mailto:george.adams@columbiasc.gov)  
Legal Department – Kiera S. Daniel; 803-737-4242; fax 803-737-4250; [Kiera.Daniel@columbiasc.gov](mailto:Kiera.Daniel@columbiasc.gov) - resolution preparation  
Parking Services – Tori Salvant; (803) 545-0287; [tori.salvant@columbiasc.gov](mailto:tori.salvant@columbiasc.gov) - meter bagging  
Parks and Recreation - Pearl Osborne; 803-545-3100; [pearl.osborne@columbiasc.gov](mailto:pearl.osborne@columbiasc.gov) park reservations  
Police Department Special Events – Harold Reeves; (803) 545-3514; [Harold.Reeves@columbiasc.gov](mailto:Harold.Reeves@columbiasc.gov) - parade permit, police, safety protocol  
Police Department Community Services - Brenda Murphy; 803-545-3507; [brenda.murphy@columbiasc.gov](mailto:brenda.murphy@columbiasc.gov) - street closing  
Last revised: 8/22/2024



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Resolution No.: R-2024-084 - Authorizing consumption of beer and wine only at NEON Joy in Five Points on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot on Tuesday, December 3, 2024

**REQUISITION NO.:** R-2024-084

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** R-2024-084 - NEON Joy in Five Points (PDF)

**RESOLUTION NO.: R-2024-084**

*Authorizing consumption of beer and wine only at NEON Joy in Five Points on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot on Tuesday, December 3, 2024.*

WHEREAS, the Five Points Association (hereinafter “Sponsor” or “Organizer”) is hosting the NEON Joy in Five Points on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot from 6:00 p.m.-9:00 p.m. on Tuesday, December 3, 2024; and,

WHEREAS, the Sponsor has requested permission for the temporary closing of parking lot located at 727 Harden Street from 10:00 a.m. to 10:00 p.m. and Saluda Avenue around the Fountain Plaza located at 747 Saluda Avenue, the perimeter of the fountain plaza and loading zone between the fountain plaza and the parking lot from 4:00 p.m. until 10:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Tuesday, December 3, 2024, between 6:00 p.m. and 9:00 p.m.; and for patrons to consume beer and wine only at the event during the hours of 6:00 p.m. and 8:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Tuesday, December 3, 2024 from 6:00 p.m.-9:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating “NO CONCEALABLE WEAPONS ALLOWED” that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: “NO CONCEALABLE WEAPONS ALLOWED” to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.



8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 10:00 a.m. on December 3, 2024 until 10:00 p.m. on December 3, 2024.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:00 p.m. and 8:30 p.m. on Tuesday, December 3, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time from 6:00 p.m. until 9:00 p.m. on Tuesday, December 3, 2024, 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot, sidewalks in Five Points hospitality district; serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of 747 Saluda Avenue, perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and sidewalks in Five Points hospitality district with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.



BE IT FURTHER RESOLVED that the hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** City Manager

**FROM:** *Teresa Wilson, City Manager*

**SUBJECT:** Columbia Prepares Advisory Committee

**FUNDING SOURCE &  
ORIGINAL BUDGET:**



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** City Manager

**FROM:** *Teresa Wilson, City Manager*

**SUBJECT:** Planning Commission

**FUNDING SOURCE &  
ORIGINAL BUDGET:**



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Budget, Program Management Office, & Grants

**FROM:** *Missy Caughman,*

**SUBJECT:** Council is asked to approve an allocation in the amount of \$250,000.00 to the Columbia Metropolitan Convention Center for engineering and geotechnical expenses.

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Tourism Development Fees (2195207)

**ATTACHMENTS:**

- **#a:** Budget Memo 8 Convention Center Hotel Request (PDF)





**TO:** Honorable Daniel Rickenmann, Mayor & Columbia City Council  
**Cc:** Teresa Wilson; City Manager

**FROM:** Jeff Palen; Assistant City Manager/Chief Financial Officer *JP*

**DATE:** November 13, 2024

**RE:** Columbia Metropolitan Convention Center Request for Funding of Geotechnical and Engineering Services

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City Council is asked to consider a request for funding from the Columbia Metropolitan Convention & Visitors Bureau in the amount up to \$250,000 for the purposes of geotechnical and engineering services needed for the potential development of a convention center hotel.

Funding for this request is recommended from the FY 24/25 Tourism Development Fund budgeted reserve.

Let us know if you have any questions or if you need additional information.



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Proposed Regular Meeting Schedule for 2025

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** 2025\_Meeting\_Dates\_Draft (DOCX)

## COLUMBIA CITY COUNCIL

### 2025 MEETING DATES - DRAFT

| <b>DATES</b>        | <b>MEETINGS</b>              | <b>DEADLINES</b>    |
|---------------------|------------------------------|---------------------|
| <b>January 7</b>    | Council Meeting at 4:00 p.m. | <b>December 18</b>  |
| <b>January 21</b>   | Council Meeting at 4:00 p.m. | <b>January 8</b>    |
|                     |                              |                     |
| <b>February 4</b>   | Council Meeting at 4:00 p.m. | <b>January 22</b>   |
| <b>February 18</b>  | Council Meeting at 4:00 p.m. | <b>February 5</b>   |
|                     |                              |                     |
| <b>March 4</b>      | Council Meeting at 4:00 p.m. | <b>February 19</b>  |
| <b>March 18</b>     | Council Meeting at 4:00 p.m. | <b>March 5</b>      |
|                     |                              |                     |
| <b>April 1</b>      | Council Meeting at 4:00 p.m. | <b>March 19</b>     |
| <b>April 15</b>     | Council Meeting at 4:00 p.m. | <b>April 2</b>      |
|                     |                              |                     |
| <b>May 6</b>        | Council Meeting at 4:00 p.m. | <b>April 16</b>     |
| <b>May 20</b>       | Council Meeting at 4:00 p.m. | <b>May 7</b>        |
|                     |                              |                     |
| <b>June 3</b>       | Council Meeting at 4:00 p.m. | <b>May 21</b>       |
| <b>June 17</b>      | Council Meeting at 4:00 p.m. | <b>June 4</b>       |
|                     |                              |                     |
| <b>July 15</b>      | Council Meeting at 4:00 p.m. | <b>July 2</b>       |
|                     |                              |                     |
| <b>August 5</b>     | Council Meeting at 4:00 p.m. | <b>July 23</b>      |
| <b>August 19</b>    | Council Meeting at 4:00 p.m. | <b>August 6</b>     |
|                     |                              |                     |
| <b>September 2</b>  | Council Meeting at 4:00 p.m. | <b>August 20</b>    |
| <b>September 16</b> | Council Meeting at 4:00 p.m. | <b>September 3</b>  |
|                     |                              |                     |
| <b>October 7</b>    | Council Meeting at 4:00 p.m. | <b>September 17</b> |
| <b>October 21</b>   | Council Meeting at 4:00 p.m. | <b>October 8</b>    |
|                     |                              |                     |
| <b>November 18</b>  | Council Meeting at 4:00 p.m. | <b>November 6</b>   |
|                     |                              |                     |
| <b>December 2</b>   | Council Meeting at 4:00 p.m. | <b>November 19</b>  |
| <b>December 16</b>  | Council Meeting at 4:00 p.m. | <b>December 3</b>   |



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

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

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**PURPOSE:**  
Deborah Lovelace v. City of Columbia  
Spring Lake Apartments



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**MEETING DATE:** November 19, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

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

**FUNDING SOURCE & ORIGINAL BUDGET:**

**PURPOSE:**  
Washington Square