



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 21, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, June 21, 2022 at 4:00 p.m. at City Hall, 1737 Main Street, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov or dial **855-925-2801**. When prompted, enter meeting code: **6393**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Daniel J. Rickenmann, Mayor

The Honorable Howard E. Duvall, Jr., At-Large ■ 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 Joe E. Taylor, Jr., District IV

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the May 10, 2022 Budget Workshop and May 17, 2022 Council Meeting Minutes.

BUDGET ORDINANCE - SECOND READING

2. Ordinance No.: 2022-052 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina for the Fiscal Year ending June 30, 2023

First reading approval was given on June 7, 2022.



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CITY COUNCIL DISCUSSION

3. Fiscal Year 2022/2023 Accommodations Tax Committee Recommendations - Mr. Hal Stevenson, Committee Chair
4. Fiscal Year 2022/2023 Hospitality Tax Committee Recommendations - Ms. Terry Davis, Committee Chair

CONSENT AGENDA ITEMS 5 THROUGH 15

5. Council is asked to approve Contract Amendment #11 for Citywide Video Camera Services, as requested by the Columbia Police Department on March 23, 2022. Award to Statewide Security Systems, Inc. in the amount of \$53,304.00. The firm is located in Columbia, SC.

Funding Source: Police Administrative Services - Professional Services (1012402-636600). The budget amount for this amendment is \$53,304.00.

6. Council is asked to approve a Contract to Purchase the VESTA 911 Software System, Inc. for the Emergency Operations Center, as requested by the Emergency Management Department on October 29, 2021. Award to Motorola Services, as a Sole Source in an amount not to exceed \$56,569.76. The vendor is located in Chicago, IL.

Funding Source: General Capital Projects - Computer Electrical Equipment - Capital (4039999-658600). The original budget amount is \$56,569.76.

7. Council is asked to approve Contract Amendment #2 for Powdered Activated Carbon for the Columbia Canal Water Treatment Plant, as requested by Columbia Water on June 7, 2022. Award to Cabot Norit Americas, Inc., in an amount not to exceed \$150,000.00. This firm is located in Marshall, TX.

Funding Source: Utilities Columbia Canal Water Treatment Plant - Chemicals (5516206-624800). The original budget amount was \$80,000.000. The budget amount for this amendment is \$150,000.00. The total revised budget amount is \$230,000.00.

8. Council is asked to approve Contract Renewals and Extensions. Award to the various vendors in the total amount of \$2,167,564.13.

Funding Source: Police Administrative Services - Professional Services (1012402-636600) \$571,974.65; Police Administrative Services - Professional Services (1012402-636600) \$315,378.39; Police Administrative Services - Professional Services (1012402-636600) \$180,000.00; Water and Sewer Capital



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Projects - Capital Project Costs (5529999-SS678620-658650) \$173,511.74; Meter Reading - Maintenance Service Contract (5516202-638200) \$750,000.00; Wastewater Compliance - Special Contracts (5516231-638300) Utilities Metro Wastewater Plant - Special Contracts (5516208-638300) \$176,699.35.

Columbia Police Department					
Contractor/Vendor	Project Description	Renewal	Extension	Amount	Location
Security Management of SC, LLC	Security Guard Services	5 th Renewal of 5 Renewals (7/1/2022 - 12/31/2022)		\$571,974.65	Columbia, SC
Cross Safe	Crossing Guard Services	1 st Renewal of 3 Annual Renewals (7/1/2022 - 6/30/2023)		\$315,378.39	Charlotte, NC
Statewide Security Systems, Inc.	City Video Cameras		Extension (7/1/2022 - 6/30/2023)	\$180,000.00	Columbia, SC
Columbia Water					
Badger Meter, Incorporated	BEACON AMA Managed Solution	1 st Renewal of 20 Annual Renewals (7/1/2022 - 6/30/2023)		\$750,000.00	Milwaukee, WI
Rogers and Callcott Environmental	Environmental Sample Collection Testing	1 st Renewal of 3 Annual Renewals (9/1/2022 - 8/31/2023)		\$176,699.35	Columbia, SC
Vortex Services, LLC	Sanitary Sewer Manhole Rehab	1 st Renewal of 3 Annual Renewals (7/1/2022 - 6/30/2023)		\$173,511.74	Greenville, SC
Total: \$2,167,564.13					



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9. Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment for 12.59 acres, Shop Road Extension; TMS# 16200-01-25

Ordinance No.: 2022-050 - Annexing 12.59 acres, Shop Road Extension Richland County TMS# 16200-01-25

Council District: 3

Proposal: Request to assign an interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial (LI) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned M-1 by Richland County.

Applicant: Metal Park Investors 3, LLC, a South Carolina limited liability company

Staff Recommendation: Approval

PC Recommendation: 05/12/2022; Approval (4-0)

First reading approval was given on June 7, 2022.

10. Ordinance No.: 2022-032 - Granting an encroachment to Huger Senate Hotel Associates, LLC for the use of the right of way areas of the 1000 block of Huger Street and the 400 block of Senate Street for the installation and maintenance of parking spaces, sidewalks, landscaping, and irrigation adjacent to 1025 and 1043 Huger Street, Richland County TMS#08911-01-05 and 08911-01-15

First reading approval was given on June 7, 2022.

11. Ordinance No.: 2022-035 - 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 (8) Alcohol

First reading approval was given on May 3, 2022.

12. Ordinance No.: 2022-049 - Granting an encroachment to 1813 Main Street, LLC for the use of the right of way area of the 1800 block of Main Street for the installation and maintenance of landscaping, irrigation, and landscaping support structures adjacent to the building located at 1813 Main Street, Richland County TMS#09082-04-01, 09082-04-29 and 09082-04-30

First reading approval was given on June 7, 2022.



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13. Ordinance No.: 2022-054 - Authorizing the City Manager to execute an Amendment to the Deed between the City of Columbia (“Grantor”) and T.E.O., LLC (“Grantee”) for the sale of 9.9 acres being known as Parcel C, N/S Farrow Road, Richland County TMS #11612-04-01

First reading approval was given on June 7, 2022.

14. Ordinance No.: 2022-058 - Authorizing the City Manager to execute a Quit Claim Deed (With Reservation of Easement) from the City of Columbia to Chitwood Development, LLC for an approximately 0.277 acre undedicated parcel adjacent to Richland County TMS #08816-02-20, TMS #11204-01-05 and TMS #11204-01-04

First reading approval was given on June 7, 2022.

15. Ordinance No.: 2022-059 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-152 Sewer plant expansion fee

First reading approval was given on June 7, 2022.

ZONING / PLANNING MATTERS - SECOND READING

16. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 2905 Two Notch Road; TMS# 11613-12-30 and 11613-12-31

Ordinance No.: 2022-038 - Annexing 2905 Two Notch Road, Richland County TMS# 11613-12-30 and TMS# 11613-12-31 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 2

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

Applicant: Elonda Mack

Staff Recommendation: Approval

PC Recommendation: 03/10/2022; Approval (7-0)

First reading approval was given on May 17, 2022.



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ORDINANCES - FIRST READING

17. Ordinance No.: 2022-053 - Granting an encroachment for the use of the right of way area of the 1800 block of Catawba Street for the installation and maintenance of a brick wall, landscaping and irrigation adjacent to 1808 Catawba Street, Richland County TMS# 11307-08-02
18. Ordinance No.: 2022-055 - Granting an encroachment to SC State Credit Union for the use of the right of way areas of the 800 block of Huger Street, the 500 block of College Street and the 800 block of Pulaski Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking spaces adjacent to 800 Huger Street and 816 Pulaski Street, Richland County TMS#08911-04-01 and 08915-14-01
19. Ordinance No.: 2022-056 - Granting an encroachment to Gusco, LLC for the use of the right of way area of the 2100 block of Senate Street for the installation and maintenance of landscaping and irrigation adjacent to 1030 Harden Street, Richland County TMS#11405-05-01
20. Ordinance No.: 2022-057 - Granting an encroachment to Lady Street Redevelopment, LLC for the use of the right of way area of the 1300 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Lady Street, Richland County TMS#11491-01-01 and 11491-06-01

RESOLUTION

21. Resolution No.: R-2022-050 - Amending Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add the Naval Criminal Investigative Service to the list of agencies

EVENT RESOLUTIONS

22. Resolution No.: R-2022-040 - Authorizing consumption of beer and wine only at Because We Care Fundraiser on Saturday, September 10, 2022



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23. Resolution No.: R-2022-047 - Authorizing consumption of beer and wine only at NoMa Warehouse, 2222 Sumter Street, Indah Coffee, 2238 Sumter Street and the portion of Sumter Street between Jefferson Street and Franklin Street for the 11th Annual Palmetto Tasty Tomato Festival (a Fundraiser benefiting Sustainable Midlands) on Saturday, July 23, 2022
24. Resolution No.: R-2022-055 - Authorizing consumption of beer and wine only at the 2022 Second Artistic Showcase Festival/Vendor Event at Maxcy Gregg Park, 1651 Park Circle on Saturday, July 23, 2022, with a Rain Contingency Date of Saturday, July 30, 2022

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

25. Gun Lock Safety Campaign - The Honorable Aditi Bussells

PUBLIC INPUT

EXECUTIVE SESSION

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

Cheryl Glugover v. City of Columbia

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

Water Bill Late Fees

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 10, 2022

The Columbia City Council conducted a Budget Workshop on Tuesday, May 10, 2022 at City Hall, 1737 Main Street, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 2:09 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. 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., Mayor Pro-Tempore offered the invocation.

CITY COUNCIL DISCUSSION

1. Fiscal Year 2022/2023 Proposed Budget - *Received as information. No action was taken.*

Ms. Teresa Wilson, City Manager said we are about to embark on the last stretch of the budget process. It is important for us to bring you the information that you need to understand the budget. Today, we will focus primarily on water and sewer and possibly the enterprise funds. We will save the general fund for the upcoming budget workshops. I have met with every department head and our team. We have done the work and we are about as good as we are going to get with on some already lean budgets. It would be good for you to see how the sausage is made and give us collective feedback. I am presenting our best attempt because I heard you say what your strategic priorities are, where we can use contract labor, and where we can eliminate positions. We have done a good job with trying to do that. We have to advertise the budget with a bottom line number by May 23, 2022.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the budget does not include any rate or fee increases. Our goal is to meet City Council's strategic priorities. We worked with departments starting from a zero based outcome in terms of looking at building their budgets from the ground up. A big impact on this year's budget is staffing and hiring capacity. We adjusted our minimum wage to \$14.50 per hour and you will see that in some of the departments' budgets going forward. We have to remember any prior commitments for new operations and expanding services. We are facing increased costs related to goods and services. Supply chain issues impact the development of the budget. The proposed water and sewer fund budget is approximately \$185 million, which is 1.35% higher than the current budget. Revenue projections reflect moderate growth and normal consumption levels.



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a) Water and Sewer Rate Study

Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer said we are looking at a \$40 million CIP for 2023. Years two through five show growth back up to \$120 million in the CIP. The projections for fiscal years 2024, 2025, 2026, and 2027 are for informational purposes. The projections are updated annually. The total expected revenue is based on last year's budget and the current year's expectations. We have a zero percent increase so we are not adding any additional revenues. The total adjustment to revenue includes return check fees, expansion fees, tap fees and interest earnings. Any remaining cash will go towards the \$40 million CIP. The existing debt service is \$45 million. We still have to issue the \$89 million bond this fall. When we do that, our estimated interest cost for the year will be \$2,948,000. The total debt service is \$48,309,000. That leaves us with \$16 million in operations that we will use to fund the \$40 million CIP. We have other transfers and expenditures at \$6.9 million out of the \$185 million in revenue. We have other capital outlays paid directly out of water and sewer. We target a 2.0 debt service coverage ratio but in some years actuals are more and in some years, the actuals are less. That is the average for most double A rated agencies.

Councilor Taylor asked if we will ever reach a point where we are not borrowing this much money.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said with the \$120 million capital spend you are seeing the need to play catch up for decades of work that needs to be done to replace aging infrastructure. As long as we have the consent decree requirements, we will have an escalated spend. The \$120 million may decrease when the consent decree is removed. Then we will need to step up the investment to replace aging infrastructure in the water system.

Councilor Taylor said a 7% rate increase is not sustainable.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we review our financials and the rate study every year. In general, the financial performance numbers tend to come back better than the projection.

Councilor Taylor said I would encourage you during this budget process to come back with a longer plan so we can get a feel of when we are out of the consent decree and can move away from projecting this type of rate increase.



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Councilor Duvall said you will never get to a point where you don't need rate increases because of the increase of everything going into the system like the cost of pipes, people, and borrowing money.

Councilor Taylor said 7% is not sustainable. If we can grow our economy by getting new investments and growing our water usage then that will do it. When you are not growing your economy and you are having to raise the rates on the same people every year to cover maintenance cost, then you are correct.

Councilor Duvall said we are growing our utilities. We are visiting White Claw on Wednesday.

Councilor Taylor said we need to recruit more. Those rate increases are going to be problematic going forward.

Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer said the projected flow of funds through the whole system for 2023 is \$293 million. That is an estimate of where we will be at the end of this year. Coming out of that amount is \$24 million for CIP and we will be adding back the \$6.6 million that is coming out of operations. The ending balance is \$275 million.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the water and sewer operating budget totals \$104,113,138. That is an increase of \$2.5 million over the current year. The operating budget priorities include continued provisions for essential services, regulatory compliance, improved customer service, appropriate staffing levels, and the use of private contractors to address potential service area gaps.

b) Capital Improvement Program

i. Water and Wastewater

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said the biggest expenditure out of the operating budget is utilities followed by debt service. Customer Care is also part of that budget. We recently ramped up hiring efforts and moved the staff to work when the majority of the calls are coming in. With the use of an after-hours answering service and the reallocation of resources, we hope there will be a reduction in customer calls. In engineering, we have collapsed five positions. Many of our graduate level engineers know how to do their own drafting so we do not need as many of those drafting positions. In utility operations, regulatory compliance with our



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consent decree is paramount, as well as making sure we maintain water quality for our customers. Thank you for letting us make some salary adjustments for field staff. They are very appreciative of what you have done for them.

Ms. Teresa Wilson, City Manager said we have eliminated about 56 positions going into this budget process and we are looking at the use of more contractors.

Mr. Frank Eskridge, Utilities Director said in preparation for this year's budget we were looking for places to save money. We reviewed the organizational charts for water distribution, wastewater maintenance, and the wastewater treatment plant. We reviewed the vacant positions by what we think could be filled this year and what will probably remain vacant. By doing this, we were able to identify 24 positions in water distribution that will save about \$1.3 million. It is hard for me to recommend permanent staff reductions when we have to turn back around and hire contractors for the work that we should be doing.

Mayor Rickenmann said we have to hire contractors because we are not able to get the work done in a timely manner. The charge was to focus on what we do best and fill in the gaps where we are not performing.

Ms. Teresa Wilson, City Manager said when we get to the budget next year, we will reevaluate if we were able to make strides without the contract labor and if we need to add some positions back to get there, but we have eliminated 56 positions from utilities.

Council had an in-depth discussion pertaining to contract labor versus in-house labor. Council asked staff to analyze the funding for using contractors instead of filling vacancies to determine the best cost savings for next fiscal year.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said there are emergency services that we need to have a nucleus of folks to be of service for. We need more bodies but we recognize that we don't need as many as were on the books. If we can't fill the positions we will use the funds to hire more contractors. We are increasing the funding for our contractors in the budget as well. We are hoping we can add to our staff and supplement with contractors to keep working at our backlog. We will collect data on the cost of using contractors and the cost to pay for staff year round for the same work. There is also no rate increase for fiscal year 2022/2023.

Councilor Taylor asked how is personnel charged in the budget of the department.



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Ms. Missy Caughman, Budget, Program Management, and Grants Director said every budget includes their base salary plus fringes and taxes; operating costs to include services and supplies; and where applicable it will include capital outlays for vehicles or equipment.

The stormwater budget is \$16.1 million; a 3% increase over the current budget. There is no proposed rate increase. Staff is recommending suspension of the final year of the five-year rate plan to allow for a thorough analysis of cash and to evaluate the complete project schedule. City residents pay the stormwater fee, not all water customers. It funds the stormwater improvement program and stormwater operations.

ii. Storm Water Capital Improvement Program

Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer said the cash balance as of March 31, 2022 is \$33,337,228. We have outstanding encumbrances; most of them are capital improvement projects. The net cash for operating is \$14.4 million. We issued a bond in 2018 and the remaining proceeds is \$29,825,107. The total amount available is \$44 million, which will help pay for part of the \$11 million CIP in this year's budget.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the stormwater operating budget is made up of public works and engineering. Debt service is included at \$2,489,600. The transfer out total is \$5,780,835. This includes the cash portion of the capital improvement program of \$5,100,835 and the general fund indirect cost allocation of \$560,000. Councilor Brennan asked if the county and the city are working together on the larger stormwater projects.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said yes, we have worked together on Belvedere, Yorkshire, and other areas where the lines of responsibility are less clear. We have been working together to fund those improvements. If it is within the city, we take over for operations and maintenance. Inflation and our cost for chemicals has been a driver in terms of our budget. When we are treating water or waste, there are three big components to our cost: licensed or certified personnel 24/7 365 days; the power to run the equipment and pump the water; and the treating compounds. We have seen a 25% increase in the cost of chlorine, which is our primary disinfectant.

Mayor Rickenmann asked what percentage of the budget is for chemical treatment.



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Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said the chemicals are about 20-25% of the total operating budget.

Mr. Frank Eskridge, Utilities Director said the increase this year at the wastewater plant is going to be about \$2 million just for chemicals. At the two water plants it is about \$2 million. Chlorine from the first quarter of 2021 to now has doubled in price from \$650 a ton to \$1,300 a ton.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said some of you may be pleasantly surprised with the zero rate increase. There are a couple of things that allowed us to be in the position to do that. We are in compliance with the consent decree but we are requesting more time from the EPA because of what COVID has done to us financially, staffing wise, and to the cost of things. We will be able to apply for infrastructure grants for water, sewer, and stormwater through the state's allocation of the American Rescue Plan Act funds that will be administered by the Rural Infrastructure Authority. The awards will be about \$10 million per project. We have built one project award into our \$40 million CIP assuming that we get one project capped at \$10 million. We are very hopeful and lobbying very hard to receive more than \$10 million due to our population. The bill has not been finalized but it is another opportunity to add more funding into our capital spending plan. We also have a collection issue. If we can collect on some of this bad debt, then that brings more cash into the system and we can invest more. In general, one-third of the CIP funding is going towards drinking water and two-thirds towards wastewater. Our priorities are to stay in regulatory compliance, treat an adequate volume of water, and have excellent water quality. Water quality is 60% of our expenditures to address discolored water and water leaks from aging infrastructure. The Canal and Lake Murray Water Treatment Plant Filter Improvements is funded at \$2.5 million due to cost escalations. The Rosewood Area Waterline Replacement is funded at \$3 million for phase one. The cost of all materials has increased and we need extra funding. Water quality projects citywide is funded at \$4 million. This is used to identify areas where we have continual leaks, discolored water complaints, and pressure problems. Our intention is to let small contractors execute that kind of work. Shandon water quality is not on here this year. We are completing the design and will be ready to move to construction next year. Minimizing sanitary sewer overflows and making sure we have capacity in our lines is also very important. We are stepping back in terms of our spend this year with a proposed wastewater CIP of \$27 million to include the West Columbia Pump Station Improvements and Saluda River Force Main Extension. Our drivers in terms of capital projects are to try and address nuisance flooding and restore ditches or streams to make them work and look better. The total CIP for stormwater is \$11 million.



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c) Debt Service Schedule

Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer said we are taking a look at all of our debt reflected in the general fund. It is broken out by principal, interest and the total amount. The capital lease repayment schedule is also included in the debt service. We use that mostly for our rolling stock for the general fund. The capital lease for this year is \$9 million. The water and sewer debt service schedule is larger than the others. Our total outstanding principal is \$675,975,000. That will be paid off between now and fiscal year 2052. For fiscal year 2023, the total amount is \$45 million. There is also an additional amount from the study of \$2 million that is not included yet. That is the bond that we still have to issue this fall. We issued a bond back in 2018 for approximately \$43 million. That was the first part of the stormwater rate study. The parking debt service schedule for fiscal year 2023 is a total of \$3 million. The hospitality tax debt service schedule includes the next five years. We do not have anything coming up.

d) Fiscal Year 2022/2023 Proposed Budget

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the parking fund revenues for fiscal year 2022/2023 are projected at \$9,238,702. It does not include the use of American Rescue Plan funds. The strongest revenues come from parking meters and garages. The Freed Street deck and the Sabal Street decks at Bull Street are opening in the coming fiscal year and revenues are projected for both garages. The parking study is underway.

Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer said parking systems are hard to compare to other systems because they are run differently. Some are a general fund and some are an enterprise. We have not had a parking rate increase in the past 14 years I have been here. We had a penalty increase one time of about a \$1. Once we meet with the people doing the rate study, we could come back and take a look at this differently based on the revenues. We do have a lot of improvement needs. The parking fund cash balance as of March 31, 2022 is \$8,348,181. We have capital and operating encumbrances at \$2,007,139, leaving the net cash at \$6,341,042. There are no outstanding bond funds.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the parking fund operating budgets total is \$5,236,688. It reflects both parking facilities and parking operations like Support Services staff, meter readers, garage attendants and parking operators. There is a debt service of \$3,060,014 and a transfer to the general fund of \$500,000. The hospitality tax budget for fiscal year 2022/2023 is \$12,735,189. That is a 27% increase over the current year's budget



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and a 2% increase over the current year's projected and prior year's actual collections. It is more representative of pre-pandemic collections. We are not including any allocations from the American Rescue Plan in this budget or the current budget. We have a fund balance of \$4.1 million beginning July 1, 2022. We are projecting to collect \$12.1 million and have a budget of \$13 million. We are projecting to add about \$913,629 to the budget. We will be ending June 2022 with a fund balance of \$3.2 million. The proposed budget available for allocation is \$6.5 million. The proposed budget includes a transfer to general fund of \$3.7 million and a debt service of \$2.5 million based on existing debt service. In regards to allocations, we have the Hospitality Tax Committee that makes recommendations from the amount Council will allocate. We have received all the applications that will be reviewed by the Hospitality Tax Committee.

Mayor Rickenmann asked where did the line item requests come from.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said what you see on the proposed budget is what has been requested from the organizations. City staff has not made any recommendations for allocations to the line item agencies or the committee. We also have allocations made directly by City Council to organizations or events. These may include multiyear commitments. This list may include organizations that have also received funding from the Committee, in which case the organization is listed in both places. We have in the past funded the Parks and Recreation Foundation for special events and the River Alliance. Today, we are looking at how much City Council would like to allocate to the committee. The City Council proposed hospitality tax funded programs include forming an Office of Cultural Affairs and Riverbanks Zoo to replace the city's portion of the property tax millage for Riverbanks Zoo.

Mayor Rickenmann said when it comes to the fund balance at the end of the year, we have to decide what we want to put in reserve and what we want to place into other projects that will benefit the community. We have to make a decision by the end of the month on what amount we want to give to the Hospitality Tax Committee. We can keep discussing the amount in the upcoming budget meeting.

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the accommodation tax projected budget for fiscal year 2022/2023 is \$2,660,000. Accommodations tax is allocated by state law; 90% of the budget has to be allocated to tourism and marketing related activities. Historically, Council has allocated those funds to two groups, Experience Columbia received 85% of the budget and Lake Murray Country Regional Tourism Board received 15%. We also have what is called the general purpose, which is 5% and can be used for general types of



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activities. In the past the funds have been allocated to One Columbia and Together We Can Read. We have not made any recommendation for allocations. By law, the Accommodations Tax Committee has to meet to make the decisions.

e) Fiscal Year 2022/2023 Budget Calendar

Ms. Missy Caughman, Budget, Program Management, and Grants Director said we will bring back additional budget discussions next week. To meet the public hearing requirements and deadlines for the June 7, 2022 public hearing and first reading, we have to send the advertisement by May 19, 2022. By state law, we have to advertise the general fund budget revenues and expenditures. We will have budget workshops on May 24, 2022 and March 31, 2022. The second reading will be June 21, 2022. The fiscal year starts July 1, 2022.

Mayor Rickenmann said we need to stay on the June 7, 2022 schedule as much as possible. The intent is to be able to reinvest within our departments and city. We are not looking to extract money and take it somewhere else. We want to invest in training, personnel, and contract work. We need to make sure we are providing excellent customer service to the public.

ADJOURNMENT

The meeting was adjourned at 5:00 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



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The Columbia City Council conducted a meeting on Tuesday, May 17, 2022 at City Hall, 1737 Main Street, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:03 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. 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. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to adopt the agenda subject to deferring **Item 1** and **Item 20** and amending **Item 19** to change the council district from one to two.

PUBLIC INPUT ON AGENDA ITEMS

No comments were received at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the May 3, 2022 Council Meeting Minutes. – *Deferred*

PRESENTATIONS

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

Mayor Rickenmann led a moment of silence for all police officers who have lost their lives and for everyone who have lost their lives to violence, especially gun violence.



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Mayor Rickenmann and the members of City Council proclaimed the week of May 11 – 17, 2022 as National Police Week in the City of Columbia.

3. Public Works Week Presentation – Mr. Robert Anderson, Public Works Director and National Public Works Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mr. Robert Anderson, Public Works Director said the theme for the department this year is “Ready and Resilient”. The city has always been a great supporter of the American Public Works Association (APWA). Samantha Yager will be the president starting June 2022. APWA has assisted with networking, training, information, and collaborations. We are still working on our accreditation program. The Public Works Department has been ready and resilient through the pandemic. We worked on the Exxon parking lot in collaboration with many departments. We are working on the Leap and Lead Grants. We have struggled with staffing. We have high vacancy rates in forestry, solid waste, streets, animal, and traffic. At one time we had over 35 vacancies in solid waste. We decided to do something different and host open interviews. By using open interviews we fixed the vacancy problem in solid waste in about 30 days. The express onboarding has been working great. We are happy to see our vacancy rates come down. The people here today are part of our staff that work hard every day. We are holding our Touch-A-Truck event on Saturday May 21, 2022 only for the City of Columbia family. We want the whole family to come and have a good time.

Mayor Rickenmann thanked everybody that works at public works. I don't think people fully understand everything that goes on. This year marks 62 years of Public Works Week, which is incredible. This is our opportunity to shine the light on you all and thank you for all you do.

Mayor Rickenmann and the members of City Council proclaimed the week of May 15 – 21, 2022 as Public Works Week in the City of Columbia.

4. 2022 Columbia Black Expo Update - Mr. Darrin Thomas, South Carolina Black Pages President

Mr. Darrin Thomas, President of South Carolina Black Pages said I am excited to share with you the return of the 2022 Columbia Black Expo. The purpose is to give exposure and visibility to small minority own companies in hopes that those businesses will grow, have a profound impact on our tax base, and grow economically in the city. The event is twofold, not only does it impact the businesses and our citizens but it also attracts a substantial amount of visitors. All of our events historically have been housed within the City of Columbia. We made certain that we helped our out of town visitors understand how we are going to keep them safe coming out of the heels of the



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pandemic. We hired a firm to collect data because it is always helpful to share that data so that we know where we can make the biggest investment to get more people visiting the event. We are very proud of our partnership with the Office of Business Opportunities. I welcome you and ask you to please come experience this incredible event. We are very proud of what we have been able to accomplish with the help of the city. We look forward to serving the citizens of Columbia.

Councilor McDowell said Darrin, you have been a mighty force in our community. Even during COVID when we went virtual, there was a tremendous response from the Black Expo. I think it has been almost 30 years of the Black Pages. You don't get any better than that. Thank you so much for your leadership.

Mayor Rickenmann said Darrin, if you will do me a favor and for all those visitors from out of town, please give them a packet about moving here. We have plenty of great housing, great jobs, and great opportunities. We would love for them to be part of our community on a permanent basis. I look forward to seeing you over the weekend and seeing this year's celebration.

5. Rania Jamison Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed the historic achievement of Rania Jamison in becoming the first African-American president of the Junior League of Columbia in the City of Columbia.

Ms. Rania Jamison, President of the Junior League of Columbia said I am honored to represent a powerhouse group of women. We believe in collaboration and we are so excited about the opportunity to continue to collaborate with the City of Columbia. I give because I believe that our community is worth it. The Junior League has been around for 98 years. We have done some amazing things here in Columbia like the partnership with Roy Lynch Park that exists today. I have some exciting things for us to do to continue to uplift our women, our children, and our families. Thank you for this honor. I would be remiss if I did not celebrate one of the people that paved the way for me to be in this position, our City Manager Teresa Wilson. She is an amazing member of the league and we are proud of her.

CONSENT AGENDA ITEMS 6 THROUGH 11

Upon a single motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve **Consent Agenda Items 6** through **11**.



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Mayor Rickenmann said I want to note that on Item 8, we are investing close to \$19 million in a rehab study and work on sanitary and sewer rehabilitation in the Broad River area.

6. Council is asked to approve a Contract to Purchase a 2022 Freightliner Rear Loader Garbage Truck for the Solid Waste Division, as requested by the Fleet Services Division on December 29, 2021. Award to Amick Equipment Company, using the North Carolina Sheriff's Association Cooperative Contract, in the amount of \$247,711.85. The vendor is located in Lexington, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$247,711.85.

7. Council is asked to approve a Contract to Purchase Two 2023 Heil Python Automated Side Loaders for the Solid Waste Division, as requested by the Fleet Services Division on March 22, 2022. Award to Carolina Environmental Systems, using the Sourcewell Cooperative Contract in the amount of \$642,140.00. The vendor is located in Kernersville, NC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$642,140.00.

8. Council is asked to approve a Contract for Project SS7424; Broad River 02 Sanitary Sewer Evaluation Study and Rehabilitation, as requested by Columbia Water on October 15, 2021. Award to AM-Liner East, Inc. in an amount not to exceed \$18,792,153.71, which includes contingency. The contractor is located in Berryville, VA. – *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS742401-658650). The original budget amount is \$18,792,153.71.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 17% CDBE goal. The CDBE goal for this project was exceeded at 71.12%. AM-Liner East, Inc. is the prime contractor and will provide rehabilitation services at 28.88% (\$4,935,268.10) of the total contract amount. The following subcontractors will provide additional services:

North American Pipeline Management, Inc., a Minority Business Enterprise (W) and CDBE of Columbia SC, will provide CCTV/Cleaning, excavation, asphalt paving, manholes and piping services at 69.70% (\$11,905,517.84) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE of Lexington, SC, will provide hauling services at 1.42% (\$242,990.16) of the total contract amount.



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9. Ordinance No.: 2022-013 - Granting an encroachment to Mungo Homes Properties, LLC and Eastfair Development, LLC for the use of the right of way areas of the 500 Block of Eastfair Drive, 600 Block of Legacy Park Court and 1400 Block of Sandra Drive, adjacent to 635, 636, and 652 Legacy Park Court, and 1445 Sandra Drive for the installation and maintenance of guest parking spaces, Richland County TMS#19104-11-47, 19201-13-01, and 19201-13-23 - *First reading approval was given on May 3, 2022 – Approved on second reading.*
10. Ordinance No.: 2022-034 - Authorizing the City Manager to execute a Reinstatement and Seventeenth Amendment to the Purchase Agreement between the City of Columbia and Bright-Meyers 2001, LLC for the sale of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02 - *First reading approval was given on May 3, 2022 – Approved on second reading.*
11. Ordinance No.: 2022-036 - Granting an encroachment to Lee and Maple, LLC, for the use of the right of way area of the 2700 block of Lee Street for the installation and maintenance of four on-street parking spaces, two brick columns and sidewalks adjacent to 803 Maple Street, Richland County TMS#11316-03-04 - *First reading approval was given on May 3, 2022 – Approved on second reading.*

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 4:46 p.m.

12. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 2905 Two Notch Road; TMS# 11613-12-30 and 11613-12-31 – *Approved on first reading.*

Ordinance No.: 2022-038 - Annexing 2905 Two Notch Road, Richland County TMS# 11613-12-30 and TMS# 11613-12-31 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 2

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

Applicant: Elonda Mack

Staff Recommendation: Approval



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PC Recommendation: 03/10/2022; Approval (7-0)

Ms. Diane Wiley, Belvedere Community President said there was no sign indicating a zoning change and I think you all should wait on this.

Mayor Rickenmann asked about the intent of the property.

Ms. Krista Hampton, Planning and Development Services Director said this is a donut hole. The intent is to annex the property and zone it consistent with the adjacent property. The property is currently vacant. We can get the redevelopment plan if there is one and provide more information to Ms. Wiley.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 2905 Two Notch Road; TMS# 11613-12-30 and 11613-12-31 **and** Ordinance No.: 2022-038 - Annexing 2905 Two Notch Road, Richland County TMS# 11613-12-30 and TMS# 11613-12-31 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

13. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 0.21 acres W/S Canal Drive; TMS #07311-08-17 – *Approved on first reading.*

Ordinance No.: 2022-039 - Annexing 0.21 acres W/S Canal Drive, Richland County TMS# 07311-08-17 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 2

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Mixed Use District (MU-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-MD by Richland County.

Applicant: Ina Lee Lightner

Staff Recommendation: Approval

PC Recommendation: 04/14/2022; Approval (5-0)

Ms. Kathleen McDaniel, Attorney for applicant said Ms. Lightner and I are here for this item and item 19 in case you all have any questions.



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Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 0.21 acres W/S Canal Drive; TMS #07311-08-17 **and** Ordinance No.: 2022-039 - Annexing 0.21 acres W/S Canal Drive, Richland County TMS# 07311-08-17 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

14. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 2311 and 2301 Percival Road; TMS #19711-06-14 and 19711-06-15 – *Approved on first reading.*

Ordinance No.: 2022-040 - Annexing 2311 Percival Road and 2301 Percival Road, Richland County TMS# 19711-06-14 and TMS# 19711-06-15 into the City of Columbia, South Carolina Columbia, 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 and assign a land use classification of Urban Edge Multi-family (UEMF) and assign zoning of Residential Mixed District (RM-2) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RM-HD by Richland County.

Applicant: Samantha Eargle and Caroline Powell

Staff Recommendation: Approval

PC Recommendation: 04/14/2022; Approval (5-0)

No comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 2311 and 2301 Percival Road; TMS #19711-06-14 and 19711-06-15 **and** Ordinance No.: 2022-040 - Annexing 2311 Percival Road and 2301 Percival Road, Richland County TMS# 19711-06-14 and TMS# 19711-06-15 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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15. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 17, 25, and 33 Montreat Court; TMS #19211-01-31, 19211-01-30, and 19211-01-29 – *Approved on first reading.*

Ordinance No.: 2022-041 - Annexing 17, 25 and 33 Montreat Court, Richland County TMS# 19211-01-31, TMS# 19211-01-30 and TMS# 19211-01-29 into the City of Columbia, South Carolina Columbia, 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 and 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), portions within the Floodplain Overlay District (OV-FP) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.

Applicant: Fidelis Financial, a Georgia limited liability company

Staff Recommendation: Denial

PC Recommendation: 04/14/2022; Approval (5-0)

Ms. Krista Hampton, Planning and Development Services Director said this is a rare instance where the staff has recommended denial of the annexation. It is still your decision, but I wanted to let you know the reasons for that. A preponderance of the properties are actually in the floodway, not just in the flood plain. In addition, while to the left is adjacent to the city limits, it is actually a mile away on the road for city services to get to those parcels.

Ms. Betty Templeton, said you have to go through two overgrown lots to get to this property. There is only one lane of traffic and so many holes where you have to zig zag on the road. The trees are being cut down. I called the number on the sign and they told me they did not know what the purpose of the property will be. I live right next to one of the vacant lots. I have called code enforcement to come check the lots and no one has come.

Councilor Taylor said this will probably be the best way to get everything cleaned up. We can move it forward and get more information in between readings.

Mayor Rickenmann said let's have staff look at what could be built and how that would improve the area. At that point we can make a decision if we want to move forward. Mr. Taylor brings up a good point. You get more protection if we are involved in that situation than it just being with no control at this point. We don't have to give it second reading until we have the opportunity to reach out to the applicant and get more information and understand what is going on before we



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move it. I would support the motion with the understanding that we are not going to give second reading until we have the opportunity to look into it.

Upon a motion made by Mr. Taylor and seconded by Mayor Rickenmann, Council voted five (5) to two (2) to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 17, 25, and 33 Montreat Court; TMS #19211-01-31, 19211-01-30, and 19211-01-29 **and** Ordinance No.: 2022-041 - Annexing 17, 25 and 33 Montreat Court, Richland County TMS# 19211-01-31, TMS# 19211-01-30 and TMS# 19211-01-29 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map. Mr. Taylor, Ms. Herbert, Dr. Bussells, Mr. Brennan, and Mayor Rickenmann voted aye. Mr. McDowell and Mr. Duvall voted nay.

16. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 3740 Pearl Street; TMS # 09103-06-01 – *Approved on first reading.*

Ordinance No.: 2022-042 -Annexing 3740 Pearl Street, Richland County TMS# 09103-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Mixed Residential-2 (UCMR-2) and assign zoning of Employment Campus District (EC) at the time of annexation. The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Abbie L. Cochran and Charles Cochran

Staff Recommendation: Approval - see detail

PC Recommendation: 04/14/2022; Approval (5-0)

No comments were received at this time.

Councilor Herbert said we need to make sure that this will be used in the proper manner.

Upon a motion made by Mr. Taylor 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 3740 Pearl Street; TMS # 09103-06-01 **and** Ordinance No.: 2022-042 - Annexing 3740 Pearl Street, Richland County TMS# 09103-06-01 into the City of Columbia,



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South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

17. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1482 Caroline Road; TMS # 16414-08-04 – *Approved on first reading.*

Ordinance No.: 2022-043 - Annexing 1482 Caroline Road, Richland County TMS# 16414-08-04 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Office and Institutional District (OI) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Toma T. Patterson, A. Forbes Patterson, Trustee, and Alexander Forbes Patterson / Big & Tall, LLC

Staff Recommendation: Approval

PC Recommendation: 04/14/2022; Approval (5-0)

No comments were received at this time.

Upon a motion made by Mr. Brennan 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 1482 Caroline Road; TMS # 16414-08-04 **and** Ordinance No.: 2022-043 - Annexing 1482 Caroline Road, Richland County TMS# 16414-08-04 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

18. Zoning Map Amendment for 5901 Fairfield Road TMS #11708-07-01 – *Approved on first reading.*

Ordinance No.: 2022-044 - Amending the Official Zoning Map to modify the zoning for 5901 Fairfield Road, Richland County TMS #11708-07-01 – Approved on first reading.

Council District: 1

Proposal: Request to rezone the property from General Commercial District (GC) to Light Industrial District (LI).



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Applicant: Ransom Creech, Kimley-Horn & Associates, Inc.

Staff Recommendation: Approval

PC Recommendation: 03/10/2022; Approval (7-0)

No comments were received at this time.

Upon a motion made by Ms. Herbert and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-044 - Amending the Official Zoning Map to modify the zoning for 5901 Fairfield Road, Richland County TMS #11708-07-01.

19. Zoning Map Amendment for 1101, 1105, 1107 Balsam Road and 1405 Canal Drive, TMS # 07311-08-05, 07311-08-06, 07311-08-07, and 07311-08-08 – *Approved on first reading.*

Ordinance No.: 2022-046 - Amending the Official Zoning Map to modify the zoning for 1101, 1105 and 1107 Balsam Road and 1405 Canal Drive, Richland County TMS# 07311-08-05, TMS# 07311-08-06, TMS# 07311-08-07 and TMS# 07311-08-08 – Approved on first reading.

Council District: 1

Proposal: Request to rezone the property from Residential Single Family-Medium Lot (RSF-2) and Residential Single Family-Small Lot (RSF-3) to Mixed Use District (MU-1).

Applicant: Kathleen McDaniel, Burnette, Shutt, & McDaniel, PA

Staff Recommendation: Approval

PC Recommendation: 03/10/2022; Approval (7-0)

No comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-046 - Amending the Official Zoning Map to modify the zoning for 1101, 1105 and 1107 Balsam Road and 1405 Canal Drive, Richland County TMS# 07311-08-05, TMS# 07311-08-06, TMS# 07311-08-07 and TMS# 07311-08-08.



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20. Zoning Map Amendment for 446 Clemson Road and 446 Clemson Road Ext., TMS #25700-02-01 and 25700-04-02 – *Approved on first reading.*

Ordinance No.: 2022-045 - Amending the Official Zoning Map to modify the zoning for 446 Clemson Road and 446 Clemson Road Extension, Richland County TMS #25700-02-01 and TMS #25700-04-02 – Approved on first reading.

Council District: 4

Proposal: Request to rezone the property from Mixed-Use District (MU-2) to General Commercial District (GC).

Applicant: Craig Waites, Jr., Colliers International of South Carolina, Inc.

Staff Recommendation: Approval

PC Recommendation: 04/14/2022; Approval (5-0)

Mr. Tom Harmon, said my wife and I have lived at this address for 10 years moving here from Texas. We have enjoyed it. Not to be too critical, but why in the world would you ever want to change the zoning on this piece of property? It is absolutely beautiful. Simpson road goes far so there is so much property that is still available for commercial use. I don't see why you need these three little parcels. We would like to maintain this community the way it is. We have about a hundred units there and we get along great. We want to continue that.

Ms. Lois Harmon, said we have a hundred happy people living there between Clemson and facing Earth Road. Tom and I particularly enjoy the tall trees in the smallest segment. We sit on our patio and enjoy the trees. Those trees provide clean air, cut down sound and provide many other benefits. We don't want a gas station behind us.

Ms. Karson Kocher, said I'm with my grandmother who is 98. This community is just wonderful. We can walk and enjoy nature. My grandmother loves the trees. We do not want it to get over populated and have horrible traffic.

Mr. Craig Waites, Jr., Applicant said I am here representing the entities that own each one of those properties. Our request is simply to gain back what we had in previous zoning. Those parcels are actually rather large. They mentioned the small parcel there. That is about six acres on the corner is Spears Creek and Earth. The one across the street, is about 50 acres and if you go down Clemson Road further, that is the industrial part there. We are asking for what we had from the beginning before the map amendments all took place when the new zoning ordinance was enacted.



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Mr. Kelly Overmyer, asked for an explanation of the zoning.

Ms. Krista Hampton, Planning and Development Services Director said the zoning was GC (general commercial) or C3 depending on whether you're in the city or the county. That is a general commercial zoning district. They are requesting to zone the existing district, which is a mixed use district, into that general commercial zoning district. It was general commercial when it was in the county and when we annexed it. We have some new zoning maps and that is where this mixed use district came in. They are looking to go back to the general commercial, meaning your normal run of the mill commercial district.

Mr. Kelly Overmyer, said you are going to have houses backed up right into these commercial properties. People live in these neighborhoods; this isn't downtown. We didn't move to downtown to live next to these things. We moved here to be more secluded in a suburban type area.

Upon a motion made by Mr. Taylor and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2022-045 - Amending the Official Zoning Map to modify the zoning for 446 Clemson Road and 446 Clemson Road Extension, Richland County TMS #25700-02-01 and TMS #25700-04-02.

Council closed the public hearing at 5:38 p.m.

ORDINANCES - FIRST READING

21. Ordinance No.: 2022-047 - Authorizing the City Manager to execute the Second Amendment of License Agreement and Memorandum of Lease between Core Campus I, LLC and the City of Columbia – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2022-047 - Authorizing the City Manager to execute the Second Amendment of License Agreement and Memorandum of Lease between Core Campus I, LLC and the City of Columbia

RESOLUTION

22. Resolution No.: 2022-042 - Authorizing the City Manager to execute a Warranty Agreement between Mungo Homes Properties, LLC and the City of Columbia – *Approved*

Councilor Taylor asked for background information.



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Ms. Teresa Knox, City Attorney said the warranty is for all the sections of the development that are not finished and need to bond out. We did not want to do it because the construction work may destroy something. Mungo is warranting to us that they will fix what they break.

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: 2022-042 - Authorizing the City Manager to execute a Warranty Agreement between Mungo Homes Properties, LLC and the City of Columbia.

EVENT RESOLUTIONS

23. Resolution No.: R-2022-039 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CDL Presents Dinner by Design on Sunday May 22, 2022 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-039 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CDL Presents Dinner by Design on Sunday May 22, 2022.

24. Resolution No.: R-2022-044 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for More Than Rhythm: A Black Music Series Featuring Benny Starr on Friday, June 3, 2022 – *Approved*

Upon a motion made by Mr. Taylor and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2022-044 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for More Than Rhythm: A Black Music Series Featuring Benny Starr on Friday, June 3, 2022.

APPOINTMENTS

25. Bull Street Commission – *Approved*

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Matt Varner, Ashley Elsey, and Kristen Jerome to the Bull Street Commission.



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26. Design Development Review Commission – *Approved*

Upon a motion made by Mr. Taylor and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of Phillip Macguire as the community representative and Bruce Greenberg as an attorney to the Design Development Review Commission for a term of three years.

27. Food Policy Committee – *Deferred*

28. Hospitality Tax Advisory Committee – *Approved*

Councilor McDowell said we need to be sensitive to the email sent out by the chair of the committee. We need to be thoughtful to diversity.

Councilor Bussells said I know Ms. Patel personally and she requested to move her application from the Bull Street Commission because she got confused with the application process. She is a person of color and would do a wonderful job. She is a strategic engagement manager for MUSC and has great relationships across the city. I urge you all to consider allowing her to be our at-large representative.

Councilor McDowell said I'm not questioning her credentials at all. There needs to be a genuine conversation about diversity on boards and commission.

Councilor Taylor said many of these commissions have slotted positions. You have to have so many restaurateurs, people from lodging, and at-large individuals. I would charge our city attorney to look at this to see if it's ordinance driven from the state or statute driven from the state. Sometimes we struggle to find a person that can fill the spot. We should have a discussion to review of all these committees and see how many are absolutely relevant today. Out of those that are relevant and important, can we remove a lot of the slotting so we can open it up for more people to serve.

Councilor Herbert said I think that there are a lot of things that we can look at to increase accessibility for the boards and commissions. A lot of folk have discussed the meeting times.

Mayor Rickenmann said I agree with taking a deeper dive into all of our committees and look at how they are built and their requirements. In all fairness, we have probably done more than we have ever done to advertise for positions. We have done a monumental turn in making sure that we get the message out about these committees. We will continue to improve and continue to



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discuss things. I know that our viewership online has increased tremendously and if things need to be changed because people feel left out then we will change them.

Upon a motion made by Dr. Bussells and seconded by Mayor Rickenmann, Council voted five (5) to two (2) to approve the appointment of James Williams as a restaurateur and Punam Patel as an at-large member to the Hospitality Tax Advisory Committee for a term of two years. Mr. Taylor, Dr. Bussells, Mr. Brennan, Mr. Duvall, and Mayor Rickenmann voted aye. Ms. Herbert and Mr. McDowell voted nay.

29. Richland Lexington Airport Commission – *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to approve the reappointment of Breon Walker to the Richland-Lexington Airport Commission for a term of four years.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

Upon a motion made by Mr. Taylor and seconded by Ms. Herbert, Council voted unanimously to refer the evaluation of all boards and commissions to include but not limited to the structure, elimination of ex-officio and non-appointed members, meeting times, continuation and/or consolidation, and enabling legislation to the Administrative Policy Committee.

Councilor Taylor reported that the Economic and Community Development Committee met today. It was a very robust and positive discussion on the things that Council and staff are working together to eliminate things that make us less competitive with small business growth and new investment across the entire city. We will have recommendations for Council on certain things that have to be passed by ordinances and the elimination of certain fees that have been deal killers. We also heard from the Office of Business Opportunities on their successes. We are going to come back after budget season and really spend some time on how we can develop and build minority women and disadvantaged enterprises in Columbia. The Tax Modernization Committee will meet on Thursday. Dr. Walters is coming back into town. We will hopefully have a final draft of the plan. Instead of trying to finalize everything we will spend the course of the summer meeting with individual groups, entities, and other stakeholders before we reconvene for a final meeting in September. By then, we will come back with the final recommendations for the mayor to convene an implementation committee with business leaders, elected leaders, and community leaders in Richland County.



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Councilor Herbert reported that the Affordable Housing Task Force met on May 10, 2022 for the first meeting of the year. The primary purpose of the meeting was to look at what the committee will be doing. We took reports from the various committees and made a few decisions. We will like to add a for-profit developer to the committee. If any of you all have any suggestions, please let me know. I intend to send out a survey to the members with some of the issues that were brought up, including the prior reports that have been done to see what we endorse, what we don't want to endorse, and three to five things that we think we can accomplish or be impactful in.

Councilor Bussells said we have been doing a lot of background homework and meeting with providers and stakeholders in the community regarding homelessness services. We will be holding our first task force on homelessness tomorrow at the Busby Community Center at 4:00 p.m. This is open to the public. We have several presentations from staff to get an idea of homelessness in the community as well as time for discussion led by our business and neighborhood leaders.

Council Herbert thanked the Public Relations Department for the beautiful Know Your City Guide. We know that crime goes up during the summer time so this will be a great resource. I also want to thank the Fire Department for installing smoke detectors this past Saturday in the Monticello Road corridor. We had volunteers that came all the way from Beaufort.

PUBLIC INPUT

Ms. Patricia Simons, Truman Street resident expressed concerns about a vacant lot next to her home with overgrown tree roots that are damaging her driveway and lifting it up where her vehicles will be damaged. The weather has made it worse with the home not being properly kept with overgrown grass and insects. Code Enforcement has notified the owner and he has not done anything. I am asking for assistance in regards to all the issues I am having with both vacant lots beside my home and to find out what is going on with code enforcement.

Mr. Hayden Blakeney, Rosewood Community resident said those of you that follow local journalism may have seen a piece within the *State Newspaper* that was published on March 23, 2022. The piece is in regard to the high rate of diabetic amputations within the 29203 zip code. The article lays out all of the reasons why these diabetic amputations happen at such a high rate. I'd be curious to know what actions the Council is taking or any committee is taking to address this problem. I had a chance to look through some of the agendas of future meetings and past meetings. I cannot find any point addressing this problem in any considerable measure. I would like to know what the city is doing to handle this issue. This is a problem where people are not only rendered handicapped, such that their lives are not given the quality they should, but these are people that can no longer work. These amputations are oftentimes death sentences, 50% to



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80% of people who get these lower limb amputations for diabetic reasons die within five years of getting the procedure. If you were told you have cancer, you have a higher survival rate than if you were told you have to get a diabetic amputation. We have to make sure that people can get healthy food and access to medical care. Second, I was brought up with the issue of homelessness. It's an issue that I'm very familiar with. I work with the homeless almost every weekend. While I do look forward to the meeting tomorrow afternoon, I'd like to bring that issue up to everyone because these people are not merely a problem that should go away. They are not merely people to send to another city with a bus ticket. They are members of our community. They are my friends and they are your constituents. I'd like to know what is being done to help them out.

Councilor Herbert said as a governmental entity we might not move as fast as the public would like but we are working on many initiatives with our food policy committee including: providing incentives for grocers or different businesses that are providing healthy foods, building more sidewalks in 29203 because I think that's a direct correlation with our health and our ability to prevent having diabetes, we are doing biking initiatives, and we are also walking on Wednesdays.

Councilor Bussells said do not think that we don't think about this on a daily basis. I'm an epidemiologist by trade so I'm happy to connect you to many organizations including the Alliance for a Healthier South Carolina. They are looking at how we improve the health and wellbeing of South Carolinians holistically, including some efforts in the Midlands. We recognize that your health and your optimal wellbeing is not just influenced by access to food. It's influenced by economic opportunities, safe roads, safe neighborhoods, less violence, and the potential of youth because they know that there are lots of opportunities out there for them. We are all looking at it with the ultimate goal of how we can reduce disparities so that our kids in 29203 have the same life opportunities as across the city. A lot of us are very passionate and we hope through our systemic approach to make a difference and prevent poor health outcomes from happening.

Ms. Diane Wiley, Belvedere Community President said we have a new service station in the neighborhood and would like to invite you all to do a ribbon cutting ceremony.

Ms. Doreen Skelton, Eureka Street resident expressed concerns regarding the homeless. I am asking the city to see if we can create a facility where individuals with jobs or looking for jobs can go take showers, get a meal, and get contact information on places hiring. Jobs are important to get a home. I have even taken a part-time job at Lowes and it has been very beneficial.

Mr. Joshua Taylor, Transitions Resident said I became homeless about six months ago. I have lived here for about three years. I suffered from a drug addiction since I was about 12 years old. It is a mess out there right now and we need help. Some of us haven't been taught right. Some of us



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don't know how to do right yet, but we can and with the willingness from the Council we will do better. I know that it comes from change, it starts with us first and we can do that. There are some great people out there. We need help too.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 6:29 p.m. for the discussion of **Items 30 through 32.**

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

*Latesha Brunson and James Heard v. City of Columbia and Columbia Police Department
Beata Dewitt v. City of Columbia*

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

Dominion Energy

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

*Municipal Court Judges
Organizational Review*

ADJOURNMENT

The meeting was adjourned at 8:02 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

ORDINANCE NO.: 2022-052

*To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina,
for the Fiscal Year ending June 30, 2023*

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022 as follows:

Section 1. That a tax to cover the period from the first day of July 2022, to the thirtieth day of June 2023, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of Richland and Lexington Counties, South Carolina, for the credit to The City of Columbia, South Carolina, for the use and service thereof; that is to say, a tax rate of ninety-eight and one tenth (98.1) mills, on the value of all real estate and personal property of every description owned and used in The City of Columbia, South Carolina, except such as is exempt from taxation under the Constitution and law of the State of South Carolina, is and shall be levied and paid into the County Treasury for the credit to The City of Columbia for the corporate purposes, permanent improvements, for the purpose of paying current expenses (including but not limited to the payments coming due and payable by The City of Columbia with respect to [certain equipment leases, installment purchase revenue bonds and] the RecoverSC Local Government Liquidity Program ("RecoverSC Program") during such annual period), and for the payment of interest and retiring outstanding bonds of the said City. Such tax is levied on such property as assessed for taxation for County and State purposes.

Section 2. That the budget heretofore adopted by the City Council and the estimated revenue for the payment of same is hereby adopted and is hereby made a part hereof as fully as if incorporated herein and a copy thereof is attached hereto.

Section 3. That the billing dates, the penalty dates, and the amount of penalty which shall be levied for delinquent taxes shall be the same as those established by Richland and Lexington Counties pursuant to State Law.

Section 4. That the City Manager shall administer the budget and may authorize the following to achieve the goals of this budget:

- a. Authorize the transfer of appropriated funds within and between departments and funds as necessary.
- b. Controls shall be made by fund appropriation.
- c. Designate continuing projects from fund balances.

Encumbrances will be carried over to the next year as a reserve to the fund balance.

Expenditures approved by council shall automatically carry amendments to fund appropriation where necessary.

Section 5. With respect to the payments scheduled to be made by The City of Columbia under the RecoverSC Program during the fiscal year ending June 30, 2023, which aggregate payments are approximately equal to \$478,500 (the "FY 2023 Payments"), the City Council hereby authorizes the issuance of a tax anticipation note ("TAN") pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 11, Chapter 27 of the Code of Laws of the State of South Carolina, 1976, as amended, which TAN may be issued if the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together (the "Authorized Representatives"), determine that the issuance of a TAN, as an alternative to the use of appropriated funds collected as authorized above, is in the best interest of the City to make the FY 2023 Payments.

The TAN, if issued, shall be issued as a single fully-registered note in an amount not exceeding the aggregate amount of the FY 2023 Payments plus the costs incurred in connection with the issuance of the TAN, at that time as may be determined by the Authorized Representatives. The City Council delegates to the Authorized Representatives the power to make all determinations with respect to the details of the TAN, including the form, maturity date, manner and time of sale and award, and redemption provisions, and authorizes the Mayor and the City Manager, or either of them acting alone, to execute the TAN in the name of and on behalf of the City and deliver it to the purchaser thereof.

For the payment of the principal of and interest on the TAN when and if issued, the City hereby pledges (i) the full faith, credit and taxing power of the City; and (ii) the ad valorem taxes in anticipation of which the TAN is issued.

The Authorized Representatives may consult with the City's bond counsel and financial advisor in making any determinations with respect to the TAN.

Section 6. If for any reason any sentence, clause or provision of this ordinance shall be declared invalid, such shall not affect the remaining provisions hereof.

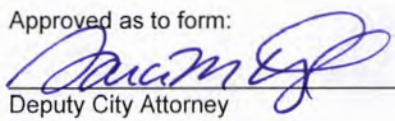
Requested by:

City Manager _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Public Hearing:

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

GENERAL FUND SUMMARY

	AMENDED BUD FY 21/22	PROPOSED FY 22/23	BUDGET INC/(DEC)	% CHANGE
<u>REVENUE CATEGORIES</u>				
GENERAL PROPERTY TAX	60,774,068	62,900,974		
LICENSES AND PERMITS	39,032,937	42,889,098		
FROM OTHER AGENCIES	17,094,457	17,768,326		
CURRENT SERVICE CHARGES	15,295,894	16,030,195		
FINES & FORFEITURES	506,500	506,500		
MISCELLANEOUS REVENUE	245,000	255,000		
INTEREST ON INVESTMENT	145,164	145,415		
RENTS & SALE OF PROPERTY	247,000	1,340,406		
TOTAL REVENUE	133,341,020	141,835,914	8,494,894	6.4%
<u>TRANSFERS IN</u>				
FROM AMERICAN RESCUE PLAN		2,000,000		
FROM BOND PROCEEDS	4,228,789			
FROM ACCOMMODATIONS TAX	25,000	25,000		
FROM HOSPITALITY TAX	3,700,000	3,700,000		
FROM CAPITAL LEASE PROCEEDS	9,000,000	9,000,000		
FROM PARKING FUND	500,000	500,000		
FROM WATER & SEWER INDIRECT COST	4,189,680	4,189,680		
FROM STORM WATER	560,000	560,000		
FROM UN-APPROPRIATED SURPLUS	0	3,000,000		
TOTAL TRANSFERS IN	22,203,469	22,974,680	771,211	3.5%
TOTAL GENERAL FUND REV & TRANS	155,544,489	164,810,594	9,266,105	6.0%
<u>DEPARTMENTS</u>				
LEGISLATIVE - MAYOR & CITY COUNCIL	760,273	845,927		
ADMINISTRATION - CITY MANAGER	907,304	793,930		
GOVERNMENTAL AFFAIRS	357,041	498,888		
ADMINISTRATION - ACM ADMINISTRATIVE SRVCS		232,590		
ADMINISTRATION - ACM COMMERCE & DEVELOPMENT	494,474	518,082		
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	243,722	322,394		
ADMINISTRATION - ACM OPERATIONS	365,659	514,391		
HUMAN RESOURCES	1,162,432	1,226,269		
BUDGET & PROGRAM MANAGEMENT OFFICE	550,987	619,740		
PUBLIC RELATIONS	799,168	939,217		
OFFICE OF THE CITY CLERK	510,966	289,967		
LEGAL	2,113,533	2,219,870		
MUNICIPAL COURT	2,447,480	2,967,132		
FINANCE	2,106,956	2,242,417		
OFFICE OF BUSINESS OPPORTUNITIES	770,674	817,758		
COMMUNITY DEVELOPMENT	461,599	665,324		
PLANNING & DEV. SERVICES	3,392,227	3,531,198		
POLICE	43,445,255	47,299,640		
EMERGENCY MANAGEMENT	561,781	585,250		
911 EMERGENCY COMMUNICATIONS	3,176,012	3,401,288		
FIRE	23,020,989	24,445,754		
PARKS & RECREATION	13,362,897	13,133,692		
PUBLIC WORKS	19,258,968	21,080,911		
GENERAL SERVICES	1,686,839	3,763,922		
INFORMATION TECHNOLOGY	4,230,330	4,424,965		
BUDGET ADJUSTMENTS - 3% vacancy		(3,000,000)		
POLICE PAY PLAN		2,200,000		
RESERVE		2,187,417		
TOTAL DEPARTMENT	126,187,566	138,767,933	12,580,367	10.0%
<u>NON-DEPARTMENTAL & MISC.</u>				
COMMUNITY PROMOTIONS		100,000		
CAPITAL LEASE PURCHASE PAYMENT	6,113,935	6,708,108		
RICHLAND COUNTY DETENTION CENTER PER DIEM	500,000	500,000		
5TH CIRCUIT SOLICITOR'S OFFICE	215,817	215,817		
RICHLAND COUNTY PUBLIC DEFENDER	225,000	225,000		
HOMELESS SERVICES	1,044,500	1,060,000		
SECURITY CAMERAS	2,500,000	0		
SPECIAL EMERGENCY RESERVE	1,050,000	0		
NON-DEPARTMENTAL & MISC.	40,000	40,000		
TOTAL NON-DEPARTMENTAL	11,689,252	8,848,925	(2,940,327)	-33.2%
TOTAL EXPENDITURES	137,876,818	147,616,858	9,640,040	6.5%
<u>TRANSFERS OUT</u>				
TO INTERNAL SERVICE FUNDS	2,766,439	2,910,120		
TO DEBT SERVICE	4,768,966	4,095,184		
TO COMPONENT UNIT	1,132,266	1,188,432		
TO CAPITAL REPLACEMENT PROGRAM	9,000,000	9,000,000		
TOTAL TRANSFERS OUT	17,667,671	17,193,736	(473,935)	-2.8%
TOTAL BUDGET	155,544,489	164,810,594	9,266,105	6.0%

WATER/SEWER OPERATING FUND SUMMARY

	BUDGET FY 21/22	PROPOSED FY 22/23	BUDGET INC/(DEC)	% CHANGE
<u>REVENUE</u>				
WATER SALES	115,969,175	111,844,661		
SEWER SALES	61,458,133	68,059,712		
MISCELLANEOUS REVENUE	45,106	48,459		
FINES AND FORFEITURES	653,250	656,516		
TOTAL OPERATING REVENUES	178,125,664	180,609,348	2,483,684	1%
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>				
INTEREST	4,277,000	4,277,001		
RENTS & USE OF PROPERTY	161,525	162,332		
FROM FUND BALANCE				
TOTAL NON-OPERATING REVENUES	4,438,525	4,439,333	808	0%
TOTAL REVENUE & TRANSFERS IN	182,564,189	185,048,681	2,484,492	1%
<u>EXPENDITURES</u>				
ADMINISTRATION	1,188,566	1,212,547		
CUSTOMER CARE CENTER	5,381,328	5,796,107		
PUBLIC RELATIONS		202,540		
FINANCE	3,022,782	2,513,163		
FIRE HYDRANT MAINTENANCE	647,983	647,984		
POLICE - CSO/PUBLIC SAFETY	1,312,710	1,309,448		
PUBLIC WORKS-STREET REPAIR	1,695,736	1,357,333		
GENERAL SERVICES PUBLIC BLDGS.	2,523,062	2,588,982		
GIS MANAGEMENT	758,354	765,160		
UTILITIES	71,429,712	76,684,013		
ENGINEERING	13,201,881	11,238,701		
TOTAL OPERATING	101,162,114	104,315,978	3,153,864	3%
ECONOMIC DEV DEPARTMENT	1,331,487	1,440,863		
TOTAL NON-OPERATING DEPARTMENTS	1,331,487	1,440,863	109,376	8%
DEBT SERVICE	42,917,888	48,398,660		
ECONOMIC DEV SPECIAL PROJECTS	128,500	128,500		
TECHNOLOGY REPLACEMENTS	1,000,000	500,000		
NON-DEPARTMENTAL	1,060,434	500,000		
TOTAL NON-DEPARTMENTAL OPERATING	45,106,822	49,527,160	4,420,338	10%
<u>TRANSFERS OUT</u>				
TO GENERAL FUND/INDIRECT COST ALLOCATION	4,189,680	4,189,680		
TO WATER/SEWER CAPITAL IMP.	27,514,086	22,625,000		
TO INTERNAL SERVICE FUNDS	3,260,000	2,950,000		
TOTAL TRANSFERS	34,963,766	29,764,680	(5,199,086)	-15%
TOTAL	182,564,189	185,048,681	2,484,492	1%

STORM WATER OPERATING SUMMARY

	BUDGET FY 21/22	PROPOSED FY 22/23	BUDGET INC/(DEC)	% CHANGE
REVENUE				
Operating Revenue				
STORM WATER FEE	15,251,699	15,750,000		
STORM WATER REVIEW	15,000	15,000		
STORM WATER INSPECTIONS	5,000	5,000		
TOTAL OPERATING REVENUES	15,271,699	15,770,000	498,301	3%
Non-operating Revenue & Transfers				
INTEREST & USE OF PROPERTY	351,055	351,055		
TOTAL NON-OPERATING REVENUES	351,055	351,055	0	0%
TOTAL REVENUES & TRANSFERS IN	15,622,754	16,121,055	498,301	3%
EXPENDITURES				
DEPARTMENTS				
ENGINEERING	3,089,965	3,213,428		
PUBLIC WORKS	4,381,185	4,637,192		
TOTAL DEPARTMENTS	7,471,150	7,850,620	379,470	5%
NON-DEPARTMENTAL EXPENSES				
DEBT SERVICE	2,488,850	2,489,600		
TOTAL NON-DEPARTMENTAL	2,488,850	2,489,600	750	0%
TRANSFERS OUT				
TO GENERAL FUND/INDIRECT COST ALLOCATION	560,000	560,000		
TO STORM WATER CAPITAL PROJECTS	4,982,754	5,100,835		
TOTAL OTHER	5,662,754	5,780,835	118,081	2%
TOTAL BUDGET	15,622,754	16,121,055	498,301	3%

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PARKING OPERATING FUND SUMMARY

	BUDGET FY 21/22	PROPOSED FY 22/23	DIFF. FM BUDGET	% CHANGE
<u>OPERATING REVENUES</u>				
STREET PARKING METERS	1,716,000	3,255,774		
PARKING GARAGES	2,694,600	3,283,000		
PARKING LOTS	64,400	470,974		
MISCELLANEOUS REVENUE	13,600	28,800		
VALIDATIONS	30,000	75,000		
IN-OUT PARKING	48,000	60,000		
PARKING METER BAG FEE	48,000	72,000		
NON-MOVING VIOLATIONS	1,601,200	1,833,700		
TOTAL REVENUE	6,215,800	9,079,248	2,863,448	46.1%
<u>NON-OPERATING & TRANSFERS IN</u>				
INTEREST REVENUE	74,921	50,674		
RENTS & USE OF PROPERTY	108,780	108,780		
FROM AMERICAN RESCUE PLAN	2,703,774			
FROM FUND BALANCE	0	1,000,000		
TOTAL NON-OPERATING & TRANSFERS	2,887,475	1,159,454	(1,728,021)	-59.8%
TOTAL REVENUES & TRANSFERS IN	9,103,275	10,238,702	1,135,427	12.5%
<u>EXPENDITURES</u>				
<u>Operating Departments</u>				
FINANCE - PARKING PAYMENT SERVICES	105,813	105,876		
PARKING OPERATIONS	3,110,148	3,234,181		
PARKING FACILITIES	1,555,473	1,796,075		
PUBLIC WORKS	94,484	100,556		
RESERVE		0		
TOTAL OPERATING DEPARTMENTS	4,865,918	5,236,688	370,770	7.6%
<u>Non-Departmental</u>				
DEBT SERVICE	2,814,033	3,060,014		
NON-DEPARTMENTAL/MISC.	5,000	5,000		
BAD DEBT / YEAR END ACCRUALS	0	0		
RESERVE	276,324	0		
TOTAL NON-DEPARTMENTAL	3,345,357	3,065,014	(280,343)	-8.4%
<u>TRANSFERS OUT</u>				
TO GENERAL FUND	500,000	500,000		
TO CAPITAL IMPROVEMENTS	0	1,000,000		
TO INTERNAL SERVICES	392,000	437,000		
TOTAL TRANSFERS	892,000	1,937,000	1,045,000	117.2%
TOTAL BUDGET	9,103,275	10,238,702	1,135,427	12.5%

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HOSPITALITY TAX SUMMARY

	AMENDED BUDGET FY 21/22	PROPOSED FY 22/23	DIFF. FM BUDGET	% CHANGE
<u>REVENUES</u>				
HOSPITALITY TAX	10,000,000	12,681,189		
FINES & LATE FEES	40,000	54,000		
INTEREST	15,061	37,108		
TOTAL REVENUES	10,055,061	12,772,297	2,717,236	27%
<u>TRANSFERS IN & OTHER FINANCING</u>				
FM FUND BALANCE	1,205,438			
FM AMERICAN RESCUE PLAN	1,759,577			
TOTAL REVENUE & TRANSFERS IN	13,020,076	12,772,297	(247,779)	-2%
<u>EXPENDITURES</u>				
HOSPITALITY TAX COMMITTEE ALLOCATIONS		3,000,000		
PRIOR YEAR CARRYFORWARDS	205,438			
<i>Reflects allocation by Council & does not include Committee Allocations</i>				
COLUMBIA MUSEUM OF ART	700,000			
CMA CAPITAL PROJECT				
COLUMBIA MUSIC FESTIVAL ASSOC.	250,000			
EdVENTURE	300,000			
FAMOUSLY HOT NEW YEARS	-			
HISTORIC COLUMBIA FOUNDATION	600,000			
HCF COLUMBIA 63 OUR STORY MATTERS	175,000			
ONE COLUMBIA	83,888			
SC PHILHARMONIC	100,000			
LINE ITEM AGENCIES	2,208,888	To Be Determined		
COUNCIL ALLOCATIONS	2,395,837	116,000		
RESERVE FOR FUTURE ALLOCATION (Line Item Agencies & other projects)		3,538,154		
FIVE POINTS FOUNTAIN	250,000			
<u>TRANSFERS OUT</u>				
TO GEN. FUND	3,700,000	3,700,000		
TO DEBT SERVICE	2,759,913	2,534,143		
TO CAPITAL PROJECTS - FINLAY PARK	1,500,000			
TOTAL TRANSFERS OUT	7,959,913	6,234,143	(1,725,770)	-22%
TOTAL BUDGET	13,020,076	12,772,297	(247,779)	-2%

We Are Columbia

ACCOMMODATIONS (STATE) TAX

	BUDGET FY 21/22	PROPOSED FY 22/23	DIFF. FM BUDGET	% CHANGE
<u>REVENUES</u>				
ACCOMMODATIONS TAX	1,530,000	2,660,000		
INTEREST EARNINGS	1,048			
TOTAL REVENUES	1,531,048	2,660,000	1,128,952	73.7%
TOTAL REVENUE & TRANSFERS IN	1,531,048	2,660,000	58,992	4.0%
<u>EXPENDITURES</u>				
ACCOMMODATIONS TAX ALLOCATIONS		2,503,250		
CONVENTION & VISITORS BUREAU	1,216,134	To be determined		
LAKE MURRAY TOURISM	214,612	To be determined		
OTHER REQUEST		To be determined		
COMMITTEE ALLOCATIONS	1,430,746			
5% GENERAL PURPOSE	7,949	81,750		
COMMITTEE EXPENSES & OTHER	5,000	10,000		
INSPIRE REAL CHANGE	10,000			
ONECOLUMBIA	52,353	TO BE DETERMINED		
COMMUNITY PROMOTIONS		40,000		
GENERAL ALLOCATIONS (5%)	75,302	131,750		
TOTAL EXPENSES	1,506,048	2,635,000	58,992	4.1%
<u>TRANSFERS OUT</u>				
TO GENERAL FUND	25,000	25,000		
TOTAL OTHER FUNDS	25,000	25,000		
TOTAL BUDGET	1,531,048	2,660,000	58,992	4.0%

We Are Columbia

Contract Amendment #11
City Video Cameras
RFP00010-13-14
Statewide Security Systems, Inc.

RFP00010-13-14

June 7, 2022

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

Name of Firm

Print Name Conny Skatz

Signature

6-10-22
Date

City of Columbia

Teresa Wilson, City Manager

Signature _____

Date _____ Witness _____

Witness

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
6.9.2022

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the City of Columbia, South Carolina (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.
2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer- Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.
2. Services.
 1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.
 2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or

other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.
4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.
3. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
4. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.
5. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment

may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

6. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

7. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

8. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

10. Term and Termination.

1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until June 30, 2022 notwithstanding applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby. This Agreement may be renewed upon mutual agreement of the Parties.

2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

11. Payment and Invoicing.

1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

12. Sites; Customer-Provided Equipment; Non-Motorola Content.



1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating

the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

13. Representations and Warranties.

1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set

forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

14. Indemnification.

1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section 7.1 – General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim, at no cost to Customer.

2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim, at no cost to Customer.

1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or

Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

15. Limitation of Liability.

1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE

Next Generation VESTA 9-1-1

Use or disclosure of this proposal is subject
to the restrictions on the cover page.



OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF

(A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA;

(E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products or Services more than one (1) years after the date of accrual of the cause of action.

16. Confidentiality.

1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by

Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

17. Proprietary Rights; Data; Feedback.

1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for

business contact purposes, including marketing, advertising, licensing and sales purposes; **“Service Use Data”** means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; **“Customer Data”** means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **“Third-Party Data”** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; **“Motorola Data”** means data owned or licensed by Motorola; **“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **“Process”** or **“Processing”** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, **“Motorola Materials”**). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

4. Processing Customer Data.

1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (a) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.
2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.
3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.
5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.
6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.
7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its

Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

8. Feedback. Any feedback provided by Customer is entirely voluntary and will not create any confidentiality obligation for Motorola, unless designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

18. Force Majeure; Delays Caused by Customer.

1. Force Majeure. Except for Customer's payment obligations hereunder, neither party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure

of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

19. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “**Dispute**”):

1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of South Carolina unless Customer is the United States Government (or an agency

thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

2. Negotiation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“**Notice of Dispute**”) to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate proceedings in a court of competent jurisdiction. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Richland or Lexington county, South Carolina. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

20. General.

1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Customer Obligations; Effect of Termination or Expiration; Payment and Invoicing; Warranty Disclaimer; Customer Indemnity; Limitation of Liability; Confidentiality; Proprietary Rights; Data; Feedback;— Force Majeure; Delays Caused by Customer; Disputes; and General.**

12. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

13. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

By: Wayne Lynch

Name: Wayne Lynch

Title: Area Sales Manager

Date: 6-13-22

Customer: City of Columbia

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Carrie Cole
Legal Department City of Columbia, SC

5.25.2022



Data Processing Addendum [Non_EU]

This Data Processing Addendum, including its Schedules and Annexes (“DPA”), forms part of the Master Customer Agreement (“MCA” or “Agreement”)) to reflect the parties’ agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the MCA or any Schedule, Annex or other addenda to the MCA, the DPA must prevail.

When Customer renews or purchases new Products or Services, the then-current DPA must apply and must not change during the applicable Term. When Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that must apply to Customer’s use of those new features or supplements.

1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

“**Customer Data**” means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

“**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

“**Data Protection Laws**” means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

“**Data Subjects**” means the identified or identifiable person to whom Personal Data relates.

“**Metadata**” means data that describes other data.

“**Motorola Data**” means data owned by Motorola and made available to Customer in connection with the Products and Services.

“**Personal Data**” or “**Personal Information**” means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Security Incident**” means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola. .

“Service Use Data” means data generated about the use of the Products and Services through Customer’s use or Motorola’s support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

“Sub-processor” means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

“Third Party Data” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

2. Processing of Customer Data

1. **Roles of the Parties.** The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled “Sub-processors” below.
2. **Motorola’s Processing of Customer Data.** Motorola and Customer agree that Motorola may use and Process Customer Data, including the Personal Information embedded in Service Use Data, only in accordance with Customer’s documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer’s use and configuration of features in the Products and Services, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer’s Agreement. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.
3. **Details of Processing.** The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.
4. **Disclosure of Processed Data.** Motorola must not disclose Customer Data to any third party except to Motorola’s suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law.
5. **Customer’s Obligations.** Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of



Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws.

3. Service Use Data. Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors.

4. Third-Party Data and Motorola Data. Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement or applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the MCA. Further, Motorola or the applicable Third Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or by Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

5. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must Process

Use or disclosure of this proposal is subject to the restrictions on the cover page.

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such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

6. Sub-processors.

1. **Use of Sub-processors.** Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.
2. **Changes to Sub-processing.** The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavours to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may suspend or terminate this Agreement.
3. **Data Subject Requests.** Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this Addendum and applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

8. **Security.** Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from



accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

9. Security Incident Notification. If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

11. Audit Rights

11.1 Periodic Audit. Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

11.2 Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

11.3 Audit Process. Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality

obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

12. Regulation Specific Terms

1. **HIPAA Business Associate.** If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement.
2. **FERPA.** If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law
3. **CJIS.** Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola "screened" personnel as defined by the CJIS Security Policy to serve as an authorized "escort" within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer's request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30-day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.
4. **CCPA.** If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act ("CCPA"), Customer acknowledges that Motorola is a "Service Provider" within the meaning of CCPA. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes



set out in this DPA and as permitted under the CCPA, including under any “sale” exemption. In no event will Motorola sell any such data. If CCPA applies, Personal Data must also include any data identified with the CCPA definition of personal data.

13. Motorola Contact. If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.

ANNEX I

A. LIST OF PARTIES

1. **Data exporter(s):** Customer
Role (controller/processor): Controller
2. **Data importer(s):** Motorola Solutions, Inc.
Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects include the data exporter’s representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer’s use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or

- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of personal data transferred

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreement code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wi-fi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data,

including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);

- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified under applicable law or regulation.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis). Data may be transferred on a continuous basis during the term of the MCA or other agreement to which this DPA applies.

Nature of the processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

Purpose(s) of the data transfer and further processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Data retention is governed by Section 10 of this Data Processing Addendum

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

[Examples of possible measures:

Measures of pseudonymisation and encryption of personal data

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymisation.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors. The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cybersecurity Framework as well as ISO 27001.

Some of the system configuration is under the control of the customer.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each



security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

Measures for user identification and authorization

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration. Motorola maintains a record of security privileges of individuals having access to Customer Data, including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

Measures for the protection of data during transmission

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for the protection of data during storage

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for ensuring physical security of locations at which personal data are processed

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access

to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

Measures for ensuring personnel security

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness. Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

Measures for ensuring events logging

Motorola maintains policies requiring continuous monitoring and event logging on all production information resources. Application audit trail logs must be captured on all production Motorola information resources. Audit trail logs of production Motorola information resources are regularly reviewed and appropriate remedial actions are taken when necessary.

Measures for ensuring system configuration, including default configuration

Motorola on-site systems are provided with a default secure configuration that may require Customer input to complete the secure configuration. For example, some default configurations must be changed by the Customer to maintain a secure system (e.g., default usernames and passwords, connecting to active directory, etc.). This completion of the default secure configuration is dependent on the Customer input for transitioning from the default secure configuration to a secure configuration.

Measures for internal IT and IT security governance and management

The Motorola Solutions Enterprise Information Security organization is structured as follows: Governance/ Risk/ Compliance, Threat Intelligence & Vulnerability Management, Detection, Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediation. For more information, please see the Motorola Trust Center at https://www.motorolasolutions.com/en_us/about/trust-center/security.html



Measures for certification/assurance of processes and products

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

Measures for ensuring data minimization

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimization. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimization.

Measures for ensuring data quality

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

Measures for ensuring limited data retention

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

Measures for ensuring accountability

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

Measures for allowing data portability and ensuring erasure

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

For transfers to (sub-) processors, also describe the specific technical and organizational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

ANNEX III

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorization of sub-processors. The controller has authorized the use of the following sub-processors:

1.

Name: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorized): ...

2.

...



Communications Systems Addendum

This Communications Systems Addendum (this “**CSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this CSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. **Addendum.** This CSA governs Customer’s purchase of certain Motorola radio Products, including Communications Systems, and will form part of the Parties’ Agreement. A “**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Communications System or other software Products, including the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, and the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, as further described below. This CSA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Communications System or other software Products purchased under this CSA and not with respect to other Products and Services.

2. Communications Systems; Applicable Terms and Conditions.

1. Communications System. If Customer purchases a Communications System, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites, including on devices sold to Customer by Motorola or on Customer-Provided Equipment, are subject to the EPSLA. Communications Systems described in this Section qualify for the System Warranty as described in **Section 5.2 – Communications System Warranty** (the “**System Warranty**”). In connection with a Communications System, Customer may also purchase additional Subscription Software that integrates with its Communications System (e.g., Critical Connect)(each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2. Services.

1. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Communications System are subject to the MCA, and as described in the applicable Ordering Document.
2. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Ordering Document. Support for the Motorola Licensed Software will be in accordance with Motorola’s established Software Support Policy (“**SwSP**”). Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola’s Lifecycle Management Services (“**LMS**”) after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in an Ordering Document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS

Addendum, the applicable Ordering Documents, and the proposal (if applicable). These collective terms will govern the provision of such Services.

3. To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3. Communications System Acceptance.

1. Acceptance. Any Communications System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("**Acceptance Tests**") set forth in the Acceptance Test Plan attached as **Exhibit B-4 – Acceptance Test Plan** hereto ("**System Acceptance**"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in **Exhibit C**. If the Acceptance Test Plan includes separate tests for individual sub- Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub- Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.
2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance. Therefore, Customer will not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or use of the Communications System is otherwise authorized in writing by Motorola. Upon such date that Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.



4. **Payment.** Customer will pay invoices for the Products and Services covered by this CSA in accordance with the invoice payment terms set forth in the MCA.

5. **Warranty.**

1. **Radio Products Warranty.** The warranties applicable to Motorola-manufactured Equipment set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

2. **Communications System Warranty.** Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the date of System Acceptance, (a) such Communications System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the “**Warranty Period**”) instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this CSA.

6. **Additional Equipment or Software with a Communications System.** Following the date of System Acceptance, Customer may order additional Equipment or Software that is intended for use with the Communications System for an additional three (3) years, if it is then available. Each purchase order must refer to the Agreement, and must specify the pricing and delivery terms.

7. **Broadband Enabled Devices.** The terms set forth in this **Section 7 – Broadband Enabled Devices** apply to broadband-enabled devices.

1. **Subscription Services.** Customer’s purchase of any broadband-enabled radio devices, such as ApXNext radios, includes certain Subscription Software all of which are subject to the SSA. Customer’s purchase of any such broadband enable devices may include an initial or trial subscription to the Subscription Software included with purchase of the device; following expiration of such initial or trial term, Customer must purchase a subscription for continued use of such Subscription Software.

2. **Flow-Down Terms.** Additional license terms apply to third-party broadband services purchased in connection with a broadband enable Communications System, which are available online at: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

8. **Critical Connect.** The terms set forth in this **Section 8 – Critical Connect** apply to Motorola’s Critical Connect Product. Motorola’s Critical Connect Product is Subscription Software, and any purchase of such Product will be subject to the SSA.

1. **Term.** Notwithstanding the SSA, the Initial Subscription Period of the Critical Connect service shall be for a period of one (1) year from the date of delivery. Renewal Subscription Years shall be for subsequent one (1) year periods, expiring June 30th of each year, upon mutual agreement of the parties.
2. **Cancellation Fees.** If Customer terminates the Critical Connect subscription prior to the end of the then-current Subscription Term, Customer will be obligated to pay a cancellation fee of fifty percent (50%) of the remaining three (3) year Initial Subscription Period or Renewal Subscription Year at list price.
3. **Service Tiers.** Customer can upgrade the Critical Connect Subscription Software to higher tiers or downgrade to a lower tier. Additionally, Customer can stack multiple tiers together (additional setup fees may be required if upgrading to higher capacity levels). When Customer performs a tier upgrade or downgrade, the Subscription Term will be reset and a new three (3) year Initial Subscription Period will commence.
4. **Port Restrictions.** The Motorola on-premise gateway utilizes an ISSI connection and port. This connection is to be used only by the Motorola on-premise gateway in accordance with this service. Use of this ISSI connection and port with any other non-approved gateway is strictly prohibited.
9. **Transport Connectivity Services.** Certain Communications Systems may include one or more transport connectivity services as specified in the Ordering Document. In additions to the terms of this CSA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum.
10. **Attachments.** In the case of any Communications System sale, the Exhibits listed below will be attached hereto and incorporated into and made a part of this CSA:
 - Exhibit A Motorola Proposal dated December 16, 2021
 - Exhibit B "System Acceptance Certificate"
11. **Survival.** The following provisions will survive the expiration or termination of this CSA for any reason: **Section 1 – Addendum; Section 2 – Communications Systems; Applicable Terms and Conditions; Section 7 – Broadband Services; Section 8 – Critical Connect; Section 11– Survival.**

The Parties hereby enter into this CSA as of 6-13-22 (the "CSA Date").

Motorola: Motorola Solutions, Inc.

Customer: City of Columbia

By: Wayne Lynch

By: _____

Name: Wayne Lynch

Name: _____

Title: Area Sales Manager

Title: _____

Date: 6-13-22

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

5.25.2022



Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. **Addendum.** This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

1. **Delivery and Risk of Loss.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon delivery by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2. **Delays.** Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

3. **Beta Services.** If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

1. **Licensed Software License.** Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized

Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.
3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.
4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.
2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.
3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required- term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.
5. **Payment**. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.
6. **Representations and Warranties; Liability.**
 1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola- manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-

party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

2. **ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.
3. **Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.
7. **Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.
8. **Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this EPSLA as of [] (the “**EPSLA Date**”).

Motorola: Motorola Solutions, Inc.

Customer: City of Columbia



By: Wayne Lynch By: _____
Name: Wayne Lynch Name: _____
Title: Area Sales Manager Title: _____
Date: 6-13-22 Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

5.25.2022

BID005-19-20-LTD

Cabot Norit Americas, Incorporated

June 7, 2022

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Cabot Norit Americas, Incorporated (Vendor) for the following:

- Add funding in the amount of \$150,00.00 (P191088) for the Canal Water Treatment Plant Chemicals, to meet current invoicing and obtain 4 additional shipments of activated carbon to combat issues with taste and odor generated as Geosmin levels continue to increase.

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

This Change is Acceptable:

Name of Firm

Cabot Norit Americas, Incorporated

Print Name

Signature

Date

City of Columbia

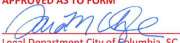
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
6.9.2022

Contract Amendment #3

State of South Carolina Contract 4400014811 Security Guard Services

Security Management of SC, LLC

June 6, 2022

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Security Management of SC, LLC (Contractor) to add funding in the amount of \$571,974.65 for security guard services for the term July 1, 2022 – December 31, 2022.

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

This Change is Acceptable:

Name of Firm

Security Management of SC, LLC

Randy Sturkey

Print Name

Randy Sturkey

Signature

6/8/2022

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

APPROVED AS TO FORM
Teresa Wilson
Legal Department City of Columbia, SC
6.6.2022

Signature_____
Date_____
Witness

Revised Rate Sheet

Revised Rates and Pricing - Effective 7/1/2022 - 12/31/2022	
Armed Officer Hourly Bill Rate:	\$19.18
Total Approved Overtime Bill Rate:	\$28.77
Total Regular Hours Per Week:	1,055
Total Scheduled OT Hours Per Week:	22.5
Total Weekly Spend (Officer):	\$20,882.23
Armed Supervisor Hourly Bill Rate:	\$27.92
Total Hours per Week:	40
Total Weekly Spend (Supervisor):	\$1,116.80
Total Program Hours Per Week:	1,117.5
Total Program Weekly Spend:	\$21,999.03
Total 6 Month Spend (7-1-2022 - 12-31-2022)	\$571,974.65

Total 6 Month Increase over Previous Rates \$127,561.20

June 7, 2022

This Change is Acceptable:

Print Name

Date _____

APPROVED AS TO FORM
[Signature]
Legal Department City of Edinburg, TX
6.8.2022

Date _____

Witness

Contract Amendment #12

City Video Cameras

RFP00010-13-14

Statewide Security Systems, Inc.

June 9, 2022

Description of Change: Request change in Agreement for video camera surveillance services between the City of Columbia (City) and Statewide Security Systems, Inc. (Contractor) dated October 15, 2014 (Agreement) to extend the Agreement from July 1, 2022 to June 30, 2023, provide an increase per camera from \$75.00 per box to \$125.00 per box, and reduce the number of monitored cameras from 190 to 120 for a new monthly fee of \$15,000.00 for citywide police video camera surveillance. The listing of the 120 cameras that will remain actively monitored during the extended term is provided within the attached hereto. Removal of the reduced numbered/deactivated cameras (70 cameras) must be coordinated with the Columbia Police Department before removal.

Any additional cameras of the active 120 cameras that are removed throughout the extended term will be deducted in the next month's invoice at the monthly fee for the camera.

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

This Change is Acceptable:

Name of Firm

Statewide Security Systems, Inc.

Cathy Shady
Print Name

Signature

6.10.22

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date _____

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, S.C.
6.9.2022

Contract Amendment #1

Sanitary Sewer Manhole Rehab

BID004-20-21-LAG

Vortex Services, LLC

June 9, 2022

Description of Change: Request change in Agreement for sanitary sewer manhole rehab services between the City of Columbia (City) and Vortex Services, LLC (Contractor) dated June 29, 2021 (Agreement) to exercise the option to renew services for one (1) of the three (3) annual renewals from July 1, 2022 to June 30, 2023, and to provide an 8.24% funding increase in the amount of \$173,511.74 (P189266) for the renewal term for sanitary sewer manhole rehab services.

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

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

Vortex Services, LLC

Print Name_____
Signature_____
Date**City of Columbia**

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
6.9.2022

Badger Meter BEACON AMA Managed Solution General Agreement

RFP-001-18-19-ECM

Badger Meter, Incorporated

June 6, 2022

Description of Change: Request change in Agreement for Managed Solution Services between the City of Columbia (City) and Badger Meter, Incorporated (Vendor) dated February 25, 2019 (Agreement) to provide funding in the amount of \$750,000.00 for Fiscal Year 2022-2023, year four (4) of the Agreement from July 1, 2022 to June 30, 2023 for monthly meter endpoint services.

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

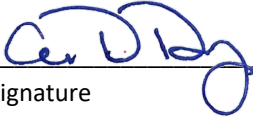
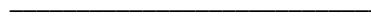
Badger Meter, Incorporated

City of Columbia

Office of the City Manager

Charla D. Dury, Assistant Secretary and Proposal LeadTeresa Wilson, City Manager

Print Name


Signature
SignatureJune 9, 2022

Date


Date
Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
6.9.2022



NOTICE OF INTENT TO EXERCISE RENEWAL OPTION

May 27, 2022

Ms. Jennifer A. Dunk
 Badger Meter, Inc.
 4545 W. Brown Deer Rd. P.O. Box 245036
 Milwaukee, WI 53224-9536

RE: Contract Renewal referencing Badger Meter BEACON AMA Managed Solution General Agreement

Dear Ms. Dunk,

The awarded term on the above referenced agreement is set to expire on June 30, 2022. As outlined in the original terms, the City of Columbia is proposing to exercise the option to renew (or extend) the current contract for an additional term through June 30, 2023 with all other terms and conditions remaining unchanged. Upon your signature acknowledging the acceptance of this renewal and agreement to all other original terms, a separate amendment may be released from our office also requiring your signature.

As a reminder, any contract renewals, extensions and/or purchase order modifications entered into through mutual agreement of the parties, shall also be subject to cancellation and/or termination provisions of the agreement without damages or further obligations when funds are not appropriated or otherwise made available to support the continuation of performance during any fiscal period. The maximum contract amount allowed for renewals shall not exceed the total amount approved and listed on any subsequent Purchase Order, amendment to current Purchase Order, change order or amendment without prior approval from the Department of Procurement and Contracts.

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

Please annotate on the bottom of this letter, with your signature and date, if your company is in full agreement with this Intent renewal request through June 30, 2023 with all terms and conditions remaining the same during the renewal period.

Also, please sign in blue ink, scan and email a copy of this signed letter to procurement@columbiasc.gov as soon as possible, no later than 5:00 PM on Friday, June 3, 2022.

Intent to Renew Notice

Badger Meter BEACON AMA Managed Solution General Agreement

May 27, 2022

Page Two

Thanking you in advance for your prompt attention to this matter. If any questions, please do not hesitate to contact me at (803) 862-4886.

Trent Watford, Contracts Administrator

I agree to renew the current contract for Fiscal Year 2022-2023, year four (4) of the Agreement from July 1, 2022 to June 30, 2023. The renewal performance period shall be governed by the specifications, pricing or rate schedules and all other terms and conditions as outlined in the Badger Meter BEACON AMA Managed Solution General Agreement and subsequent amendments.

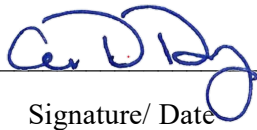
 X Yes No

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

Authorized Agent for Badger Meter, Inc.

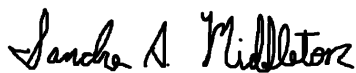
Charla D. Dury, Assistant Secretary and Proposal Lead

Printed Name of Authorized
Company Representative

 / 6/6/22
Signature/ Date

Comments: [Badger Meter is in full agreement with this Intent renewal request through June 30, 2023 with all terms and conditions remaining the same during the renewal period.](#)

Intent Notification Recommended for approval by:



Sandra A. Middleton, CPPB
Purchasing Agent

/ 05/27/2022
Date

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Environmental Sample Collection Testing

RFP015-20-21-NMJ

Rogers and Callcott Environmental

June 6, 2022

Description of Change: Request change in Agreement for Laboratory Services between the City of Columbia (City) and Rogers and Callcott Environmental (Contractor) dated August 18, 2021 (Agreement) to provide funding in the amount of \$176,699.35 for environmental sample collection testing services from July 1, 2022 to June 30, 2023.

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:

This Change is Acceptable:

Name of Firm

Rogers and Callcott Environmental

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC
6.9.2022

Signature

Signature

Date

Date

Witness



NOTICE OF INTENT TO EXERCISE RENEWAL OPTION

May 25, 2022

Ms. Bailey Branham
Rogers & Callcott Environmental
215 Stoneridge Drive
Columbia, SC 29210

RE: Contract Renewal referencing RFP0015-20-21 Environmental Sample Collection Testing

Dear Ms. Branham

The awarded term on the above referenced agreement is set to expire on August 31, 2022. As outlined in the original terms, the City of Columbia is proposing to exercise the option to renew (or extend) the current contract for an additional term through August 31, 2023 with all other terms and conditions remaining unchanged. Upon your signature acknowledging the acceptance of this renewal and agreement to all other original terms, a separate amendment may be released from our office also requiring your signature.

As a reminder, any contract renewals, extensions and/or purchase order modifications entered into through mutual agreement of the parties, shall also be subject to cancellation and/or termination provisions of the agreement without damages or further obligations when funds are not appropriated or otherwise made available to support the continuation of performance during any fiscal period. The maximum contract amount allowed for renewals shall not exceed the total amount approved and listed on any subsequent Purchase Order, amendment to current Purchase Order, change order or amendment without prior approval from the Department of Procurement and Contracts.

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

Please annotate on the bottom of this letter, with your signature and date, if your company is in full agreement with this Intent renewal request through August 31, 2023 with all terms and conditions remaining the same during the renewal period.

Also, please sign in blue ink, scan and email a copy of this signed letter to procurement@columbiasc.gov as soon as possible, no later than 5:00 PM on Friday, May 31, 2022.

Intent to Renew Notice
 RFP0015-20-21 Environmental Sample Collection Testing
 May 25, 2022
 Page Two

Thanking you in advance for your prompt attention to this matter. If any questions, please do not hesitate to contact me at (803) 862-4886.

Trent Watford, Contracts Administrator

I agree to renew the current contract for one year from September 1, 2022 to August 31, 2023. The renewal performance period shall be governed by the specifications, pricing or rate schedules and all other terms and conditions as outlined in the RFP0015-20-21 Environmental Sample Collection Testing Contract/Agreement and subsequent amendments.

✓ Yes No

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

Authorized Agent for Rogers & Callcott Environmental

Rebecca J. Musick

Printed Name of Authorized
Company Representative

Rebecca J. Musick / 5/26/22

Signature/ Date

Comments: _____

Intent Notification Recommended for approval by:

Sandra A Middleton

05/26/2022

Sandra A. Middleton, CPPB
Purchasing Agent

Date

Department of Procurement and Contracts
 1800 Main Street, 2nd Floor
 Columbia, SC 29201
 Phone: 803-545-3470 Fax: 803-758-1013



CITY COUNCIL

June 7, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 12.59 acres, Shop Road Extension; TMS# 16200-01-25

Council District:	3
Proposal:	Request to assign an interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial (LI) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned M-1 by Richland County.
Applicant:	Metal Park Investors 3, LLC, a South Carolina limited liability company
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	05/12/2022; Approval (4-0)
First Reading:	06/07/2022; Pending
Second Reading:	06/21/2022; Pending
ZMA, FLU Confirmation	
PC Recommendation:	07/14/2022; Pending
1 st Reading:	09/20/2022; Pending
2 nd Reading:	10/04/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 12.59 acres
Current Use: Undeveloped
Proposed Use: Warehouse/Industrial
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Economic Development Center/Corridor
Proposed Interim City Land Use Classification: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed Interim City Zoning: Light Industrial District (LI)
Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. 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 warehouse is **approximately \$13,800 per year**, based on calls to similar properties 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 proposed use will not require the City's solid waste services.

Engineering

Water lines currently exist in this area; however, sewer lines are not currently available. Property owner will be required to extend sewer to the property.

Water Customer Care

Any customers on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers, and would represent new revenue to the City.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a designated Secondary area in the Urban Service Area plan. A +/- 130,000 sq. ft. warehouse is proposed on this 12.59-acre site, and the estimated real estate tax revenue generated for the City would be **approximately \$20,000 per year** based on an average taxable value of similar properties.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower 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 .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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 classification for the subject property is Industrial (IND) in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently designated as Economic Development Center/Corridor by Richland County.

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types

- Office/Services Medium to High-rise
- Flex Small to Extra Large

Secondary Types

- Power Utilities
- Water & Wastewater Treatment

Tertiary Types

- Commercial Small to Extra Large
- Parking Structures & Lots

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

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (LI) to the West. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the North, East, West, and South.

The proposed City of Columbia zoning district is Light Industrial District (LI).

Light Industrial District (LI)

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of an interim future land use classification of Industrial (IND) and interim zoning of Light Industrial District (LI) at the time of annexation.



Future Land Use Map

12.59 acres, Shop Road Extension, TMS# 16200-01-25;
Current Rich. Co. FLU: Economic Development Center/Corridor, Proposed City Interim FLU: IND

9.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 4/22/2022



We Are Columbia



0 100 200 400
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 101

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

12.59 acres, Shop Road Extension, TMS# 16200-01-25;
Current Rich. Co. Zoning: M-1, Proposed City Interim Zoning: LI

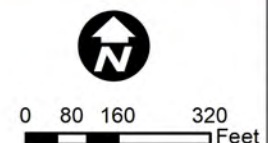
9.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 4/22/2022



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Packet Pg. 102

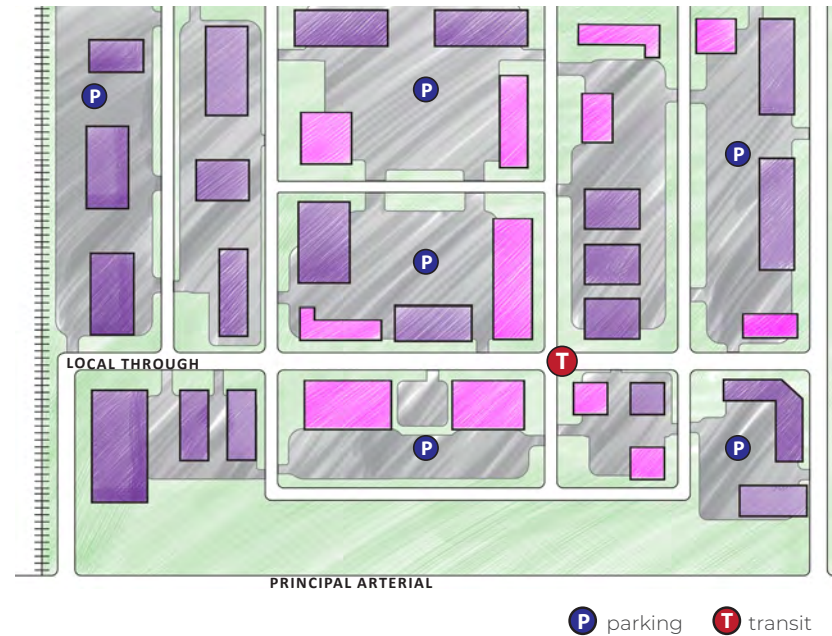
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

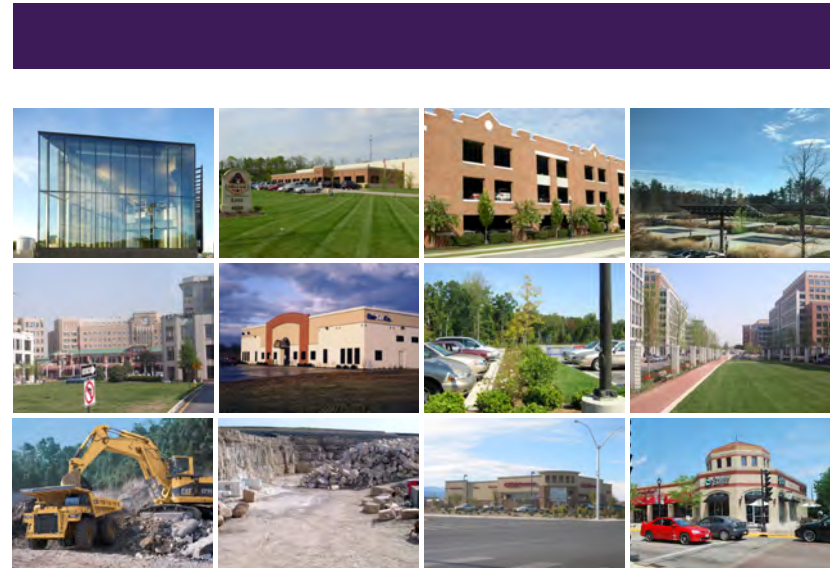
- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.



Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.5. Industrial Base Zoning Districts****(c) LI: Light Industrial District****(c) LI: Light Industrial District****(1) Purpose**

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

**(2) Use Standards**

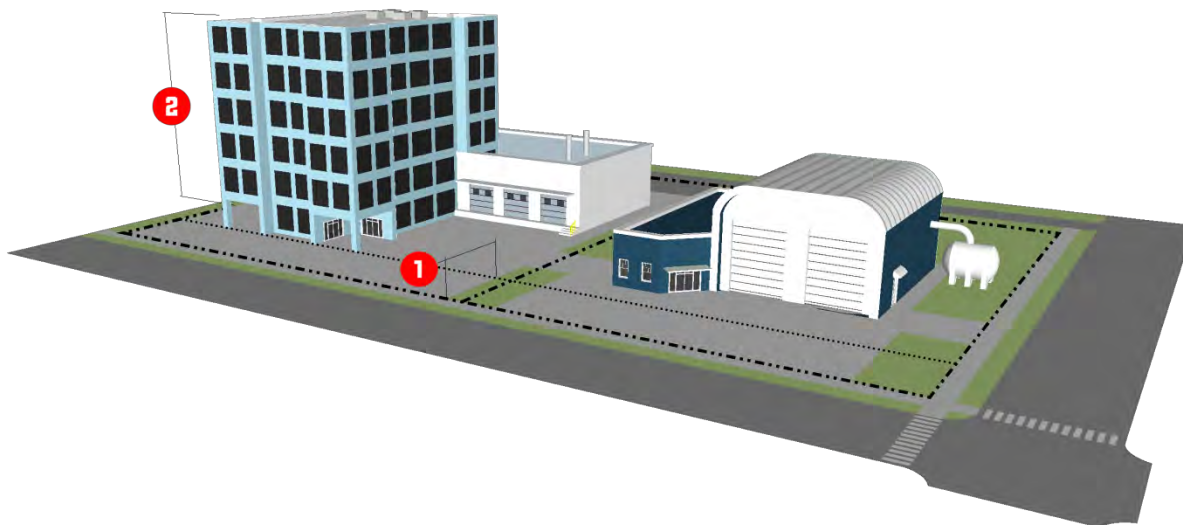
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
1 Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
2 Building Height, max. (ft.)	75

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

Article 3: Zoning Districts
 Sec. 17-3.5. Industrial Base Zoning Districts
 (c) LI: Light Industrial District



(4) Reference to Other Standards

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

ORDINANCE NO.: 2022-050

*Annexing 12.59 acres, Shop Road Extension
Richland County TMS# 16200-01-25*

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 Ann. Sec. 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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2022, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (LI), apportioned to City Council District 3, Census Tract 117.02, contains 12.59 acres, and shall be assigned an interim land use classification of Industrial (IND).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16200-01-25

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

Requested by:

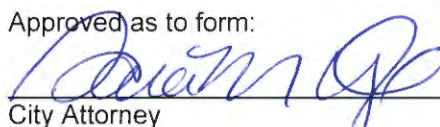
Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:


City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2022-050

All that certain piece, parcel, or tract of land, situate, lying and being on the north side of Shop Road Extension, near the City of Columbia, in the County of Richland, State of South Carolina, and being more fully shown and designated as 12.59 acres/548,608 S.F. on a plat prepared for New Sun Wah Trading Co. by J. Don Rawls, Jr., PLS # 13517 of Cox and Dinkins, dated May 18, 2005, identified as Project No. 5QQ88-26.DWG, and recorded in Record Book 1077, Page 3321, Richland County, wherein said property is shown being bounded as follows: on the north by land of Davis Family Real Estate, LLC (TMS# 16200-01-04); on the east by land of Kenneth F. Hoagland (TMS# 16200-01-24); on the south by Shop Road Extension right-of-way; on the west by land of Cummins Atlantic Inc. (TMS# 16200-01-22), 2791 Shop Road Extension, LLC (TMS# 16200-01-01) and Charles W.S. Faulkenberry and Mary E. Faulkenberry (TMS# 16200-01-22).

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 22, 2022

RE: **Property Address:** 12.59 acres, Shop Road Extension
Richland County TMS#: 16200-01-25
Owner(s): Metal Park Investors 3, LLC, a South Carolina limited liability company
Current Use: Undeveloped
Proposed Use: Warehouse/Industrial
Current County Land Use: Economic Development Center/Corridor
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (LI)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 3
Census Tract: 117.02

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 12, 2022** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

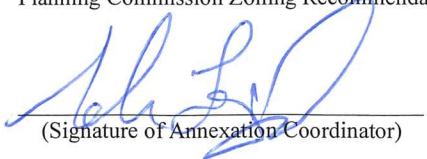
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Interim Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: IND (Land Use classification) by 4-0
 on 5/12/2022 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: LI (Zoning classification) by -
 on 5/12/2022 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

12.59 acres, Shop Road Extension, TMS# 16200-01-25;
Current Rich. Co. FLU: Economic Development Center/Corridor, Proposed City Interim FLU: IND

9.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 4/22/2022



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0 100 200 400
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Packet Pg. 113

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

12.59 acres, Shop Road Extension, TMS# 16200-01-25;
Current Rich. Co. Zoning: M-1, Proposed City Interim Zoning: LI

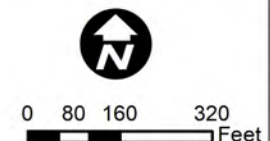
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Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 4/22/2022



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Packet Pg. 114

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description:

All that certain piece, parcel, or tract of land, situate, lying and being on the north side of Shop Road Extension, near the City of Columbia, in the County of Richland, State of South Carolina, and being more fully shown and designated as 12.59 acres/548,608 S.F. on a plat prepared for New Sun Wah Trading Co. by J. Don Rawls, Jr., PLS # 13517 of Cox and Dinkins, dated May 18, 2005, identified as Project No. 5QQ88-26.DWG, and recorded in Record Book 1077, Page 3321, Richland County, wherein said property is shown being bounded as follows: on the north by land of Davis Family Real Estate, LLC (TMS# 16200-01-04); on the east by land of Kenneth F. Hoagland (TMS# 16200-01-24); on the south by Shop Road Extension right-of-way; on the west by land of Cummins Atlantic Inc. (TMS# 16200-01-22), 2791 Shop Road Extension, LLC (TMS# 16200-01-01) and Charles W.S. Faulkenberry and Mary E. Faulkenberry (TMS# 16200-01-22).

Richland County TMS: 16200-01-25

Property Address: 12.59 acres, Shop Road Extension

Metal Park Investors 3, LLC, a South Carolina limited liability company.

BY:

(Signature)

Date:

4/4/2022

HARRIS COHN

(Print or type name)

ITS:

MANAGING MEMBER, METAL PARK INVESTORS 3, LLC

(Print or type title)



ORDINANCE NO.: 2022-032

Granting an encroachment to Huger Senate Hotel Associates, LLC for the use of the right of way areas of the 1000 block of Huger Street and the 400 block of Senate Street for the installation and maintenance of parking spaces, sidewalks, landscaping, and irrigation adjacent to 1025 and 1043 Huger Street, Richland County TMS#08911-01-05 and 08911-01-15

WHEREAS, Huger Senate Hotel Associates, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 1000 block of Huger Street and the 400 block of Senate Street for the installation and maintenance of five parking spaces measuring approximately eleven (11') feet in width twenty-five (25') feet in length, sidewalks measuring approximately eight (8') feet in width four hundred thirty (430') feet in length, landscaping, and irrigation adjacent to 1025 and 1043 Huger 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 _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 1000 block of Huger Street and the 400 block of Senate Street adjacent to 1025 and 1043 Huger Street, Richland County TMS#08911-01-05 and 08911-01-15, for the installation and maintenance of five parking spaces measuring approximately eleven (11') feet in width twenty-five (25') feet in length, sidewalks measuring approximately eight (8') feet in width four hundred thirty (430') feet in length, landscaping, and irrigation as shown on the attached drawings.

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

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

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

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

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

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

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. The five (5) parking spaces located in the public right-of-way of Senate Street are not solely for the proposed development located at 1043 Huger Street and may be metered.

9. Installation of Street lighting by the developer to be coordinated with Traffic Engineering and Planning and Development Services to ensure that the proposed locations of the lights do not materially alter the proposed improvements.

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:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-032**



**1000 BLOCK OF HUGER STREET, 400 BLOCK OF SENATE STREET
ADJACENT TO 1025 AND 1043 HUGER STREET
PARKING SPACES, SIDEWALKS, LANDSCAPING, AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1025 and 1043 Huger Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of parking spaces, sidewalks, landscaping, and irrigation.
Applicant:	Huger Senate Hotel Associates, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of five parking spaces measuring approximately eleven (11') feet in width twenty-five (25') feet in length, sidewalks measuring approximately eight (8') feet in width four hundred thirty (430') feet in length, landscaping, and irrigation adjacent to 1025 and 1043 Huger Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. The five (5) parking spaces located in the public right-of-way of Senate Street are not solely for the proposed development located at 1043 Huger Street and may be metered. 9. Installation of Street lighting by the developer to be coordinated with Traffic Engineering and Planning and Development Services to ensure that the proposed locations of the lights do not materially alter the proposed improvements.
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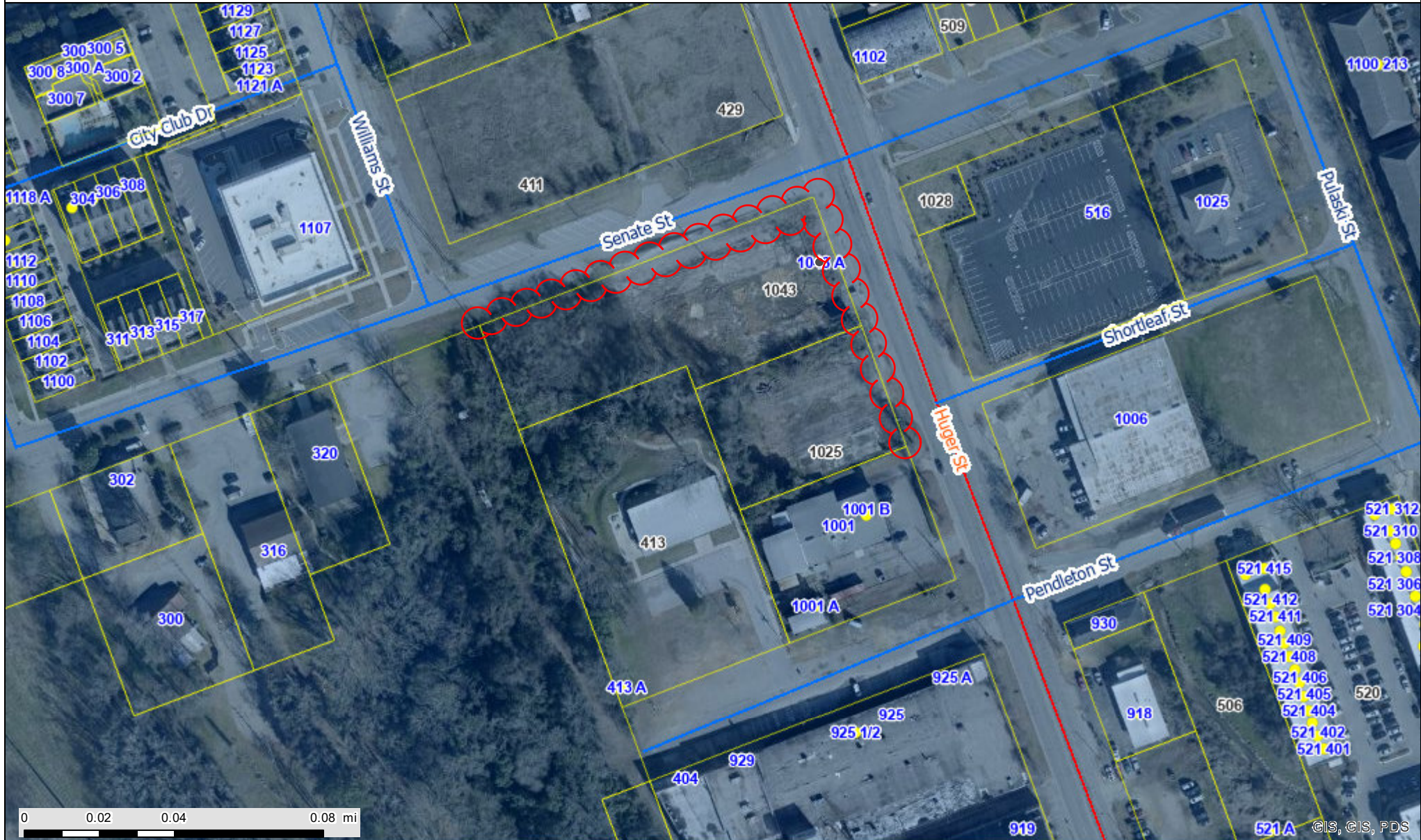
City of Columbia

City of Columbia GIS

10.b



Thursday, May 5, 2022



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Packet Pg. 120



Permanent Encroachment Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	cc	
A completed and signed Application Form	cc	
Letters of Agency for all applications where the applicant is not the owner of the subject property	cc	
Pictures or specification sheet of the items to permanently encroach the Right-of-way	cc	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	cc
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	cc



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Clancy Cipkala	
Company (if applicable) Solara Investments	
Address (street, city, state, zip) 944 Lake Murray Blvd Irmo, SC 29063	
Phone 803-978-5530	Email clancyinn@aol.com

2. Property Information

Address 1025/1043 Huger Street	
Tax Map Reference Number(s) R08911-01-05 & R08911-01-15	
Current use Vacant	Proposed use Hotel

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment Application and Checklist

4. Project Description

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

Project is a hotel. The encroachment within the right-of-way will be parking spaces, new sidewalk, landscaping with irrigation and light poles.

For staff use only

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

By: _____



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

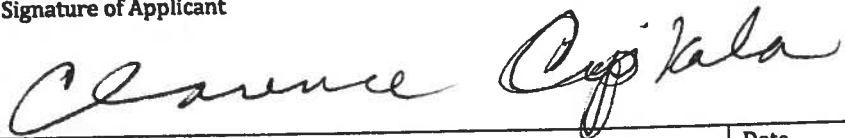
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

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

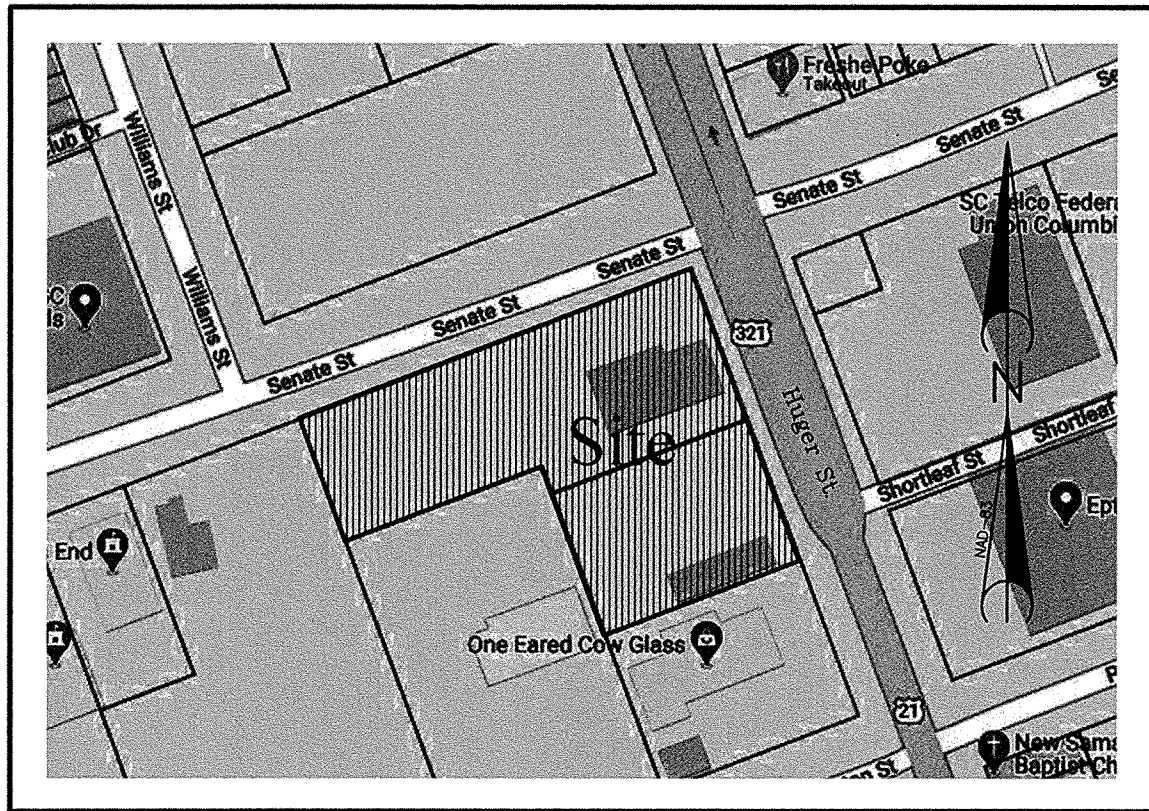
Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

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

7. Signature

Signature of Applicant	
	
Print Name	Date
Clarence Cipkala	10/13/2021

VISTA HOTEL
PREPARED FOR
SOLARA INVESTMENTS
JULY 2021



VICINITY MAP
Scale: 1" = 500'

SHEET INDEX

Existing Conditions	1
Demolition Plan	2
Proposed Site/Staking Plan	3
Phase 1 Sediment & Erosion Control Plan	4
Phase 2 Sediment & Erosion Control Plan	5
Storm Drain Profiles & Retaining Wall Elevation	6
Utility Plan	7
Landscaping Plan	8
Encroachment	9
Site Distance	10
Details	D1
Details	D2
Details	D3
Details	D4
Details	D5

JOB NO. 20-019

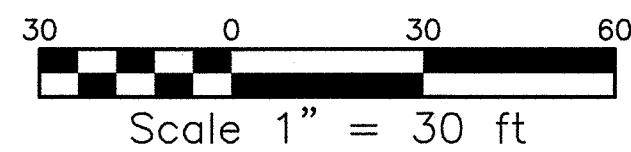
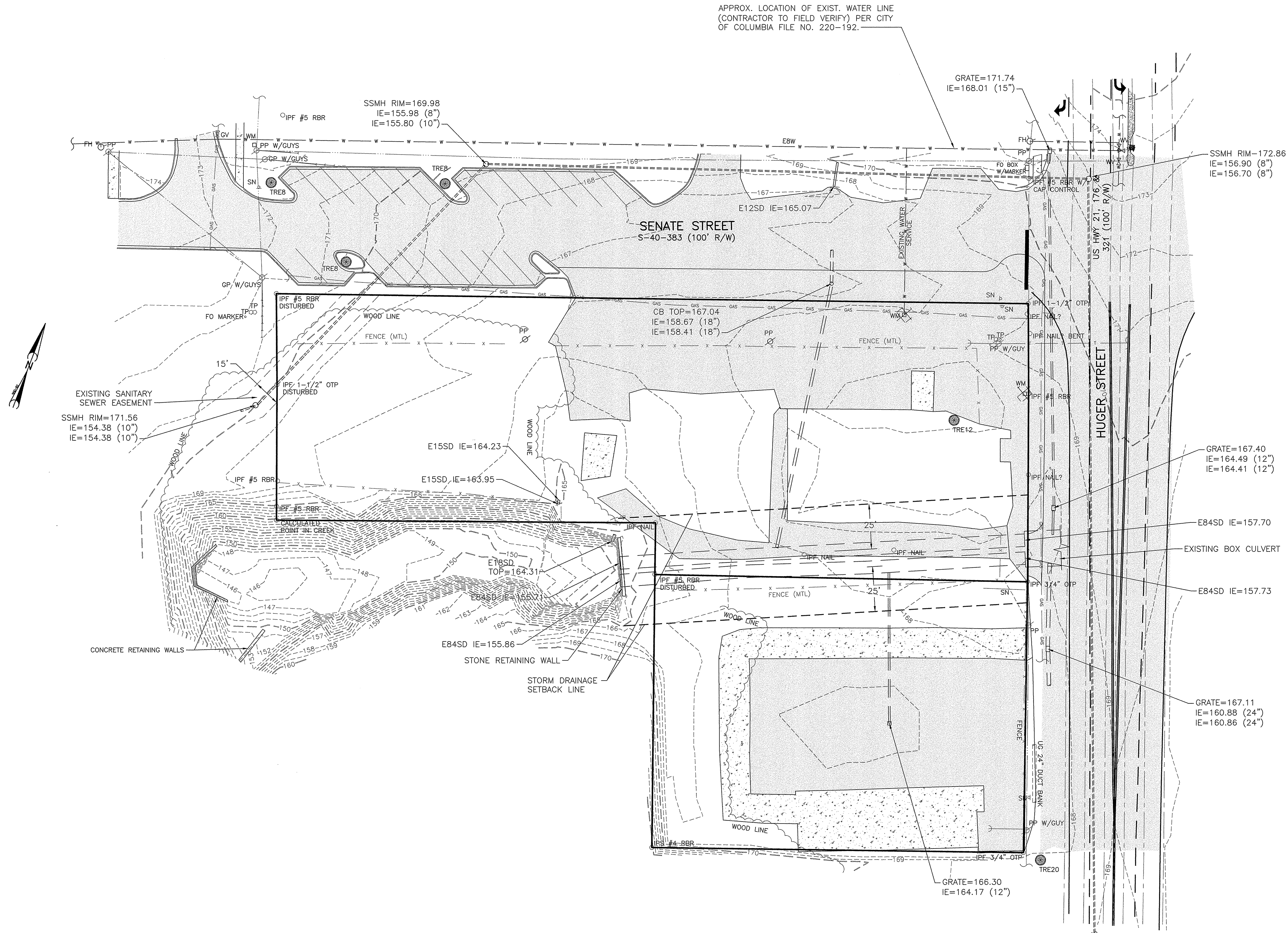
CONTACT INFORMATION	
OWNER:	SOLARA INVESTMENTS 944 LAKE MURRAY BLVD. IRMO, S.C. 29063 CLANCY CIPKALA (803) 318-1525



AMERICAN ENGINEERING CONSULTANTS, INC.
1300 12th Street • P.O. Box 2299 • Cayce, SC 29171
Phone: (803) 791-1400 • Fax: (803) 791-8110
Internet: www.aec-sc.com • Email: info@aec-sc.com

3/24/2022 6:54 AM MELKS25 P:\20-019\DWGS\CONSTRUCTION DWGS\COVER.DWG

- NOTES:
1. CONTRACTOR SHALL BE RESPONSIBLE FOR UTILIZING ALL APPLICABLE AND CURRENT SCDOT STANDARD DRAWINGS INCLUDING, BUT NOT LIMITED TO, THE DRAWINGS INCLUDED OR REFERENCED WITHIN THESE PLANS AND THE APPROVED PERMIT PACKAGE.
 2. UPON SUBSTANTIAL PROJECT COMPLETION, CONTRACTOR TO CLEAR EXISTING CULVERTS/PIPES, CATCH BASINS, AND DITCHES ALONG FRONTAGE AND DOWNSTREAM AS NECESSARY TO ACHIEVE POSITIVE DRAINAGE.
 3. ALL PROPOSED OR RELOCATED SIGNAGE SHALL BE PLACED OR REPLACED IN ACCORDANCE WITH SECTION 650+000 AND INSTALLED ON SCDOT APPROVED BREAKAWAY SIGN SUPPORTS AS DETAILED IN SECTION 654-000 IN THE SCDOT STANDARD DRAWINGS.



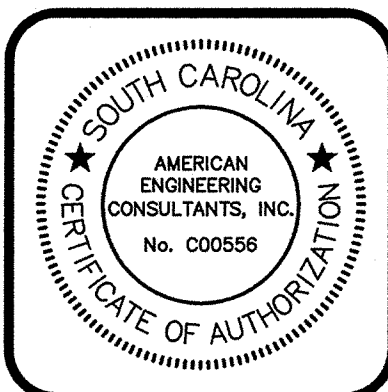
NOTE:
1. NO AVAILABLE DRAWINGS FOR EXISTING SANITARY SEWER SYSTEM FROM CITY OF COLUMBIA. SHOWING 15' EASEMENT CENTERED ON LINE.

3/24/2022 7:03 AM MELKS25 P:\20-019\DWGS\CONSTRUCTION DWGS\EXISTING.DWG

NO	DATE	REVISION	BY



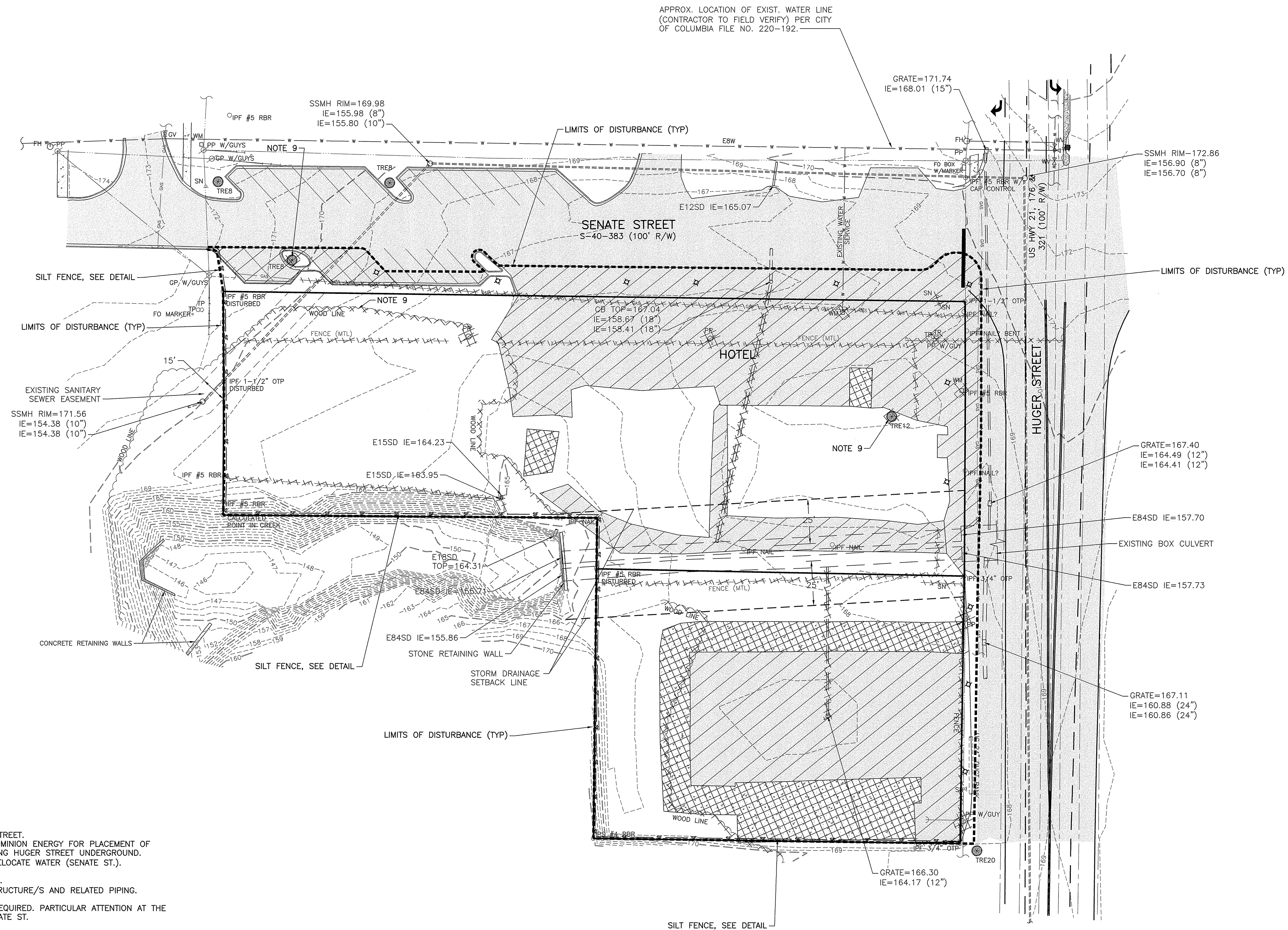
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1300 12th Street, Suite A • P.O. Box 2299 • Cayce, SC 29171
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DATE	JULY 2021
SCALE	AS SHOWN
DRAWN	MAB
DESIGNED	—
CHECKED	JHP
JOB NO	20-019
CAD FILE	EXISTING
LAYOUT	EXIST

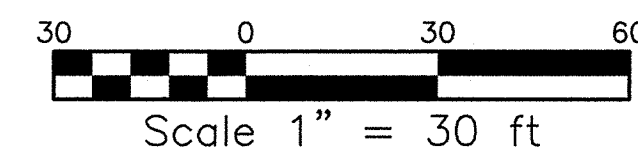
Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Existing Conditions

DRAWING NO.	1
OF	15
FILE NO.	



DEMOLITION NOTES:

1. RELOCATE GAS MAIN, ALONG SENATE STREET.
2. REPLACE POWER, COORDINATE WITH DOMINION ENERGY FOR PLACEMENT OF EXISTING OVERHEAD POWER LINES ALONG HUGER STREET UNDERGROUND.
3. REMOVE WATER METER (HUGER ST.) RELOCATE WATER (SENATE ST.).
4. REMOVE EXISTING ASPHALT PAVEMENT.
5. REMOVE EXISTING CONCRETE PAVEMENT.
6. REMOVE EXISTING STORM DRAINAGE STRUCTURE/S AND RELATED PIPING.
7. REMOVE ALL FENCING.
8. RELOCATE COMMUNICATION LINES AS REQUIRED. PARTICULAR ATTENTION AT THE INTERSECTION OF HUGER ST. AND SENATE ST.
9. REMOVE TREES, BRUSH ETC...

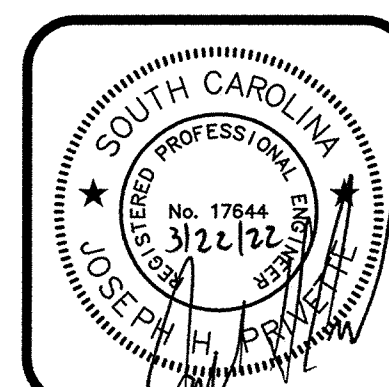
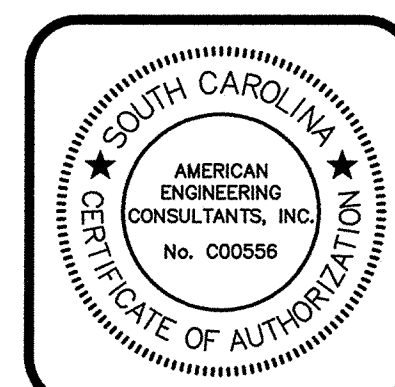


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Internet: www.aec-sc.com • Email: info@aec-sc.com

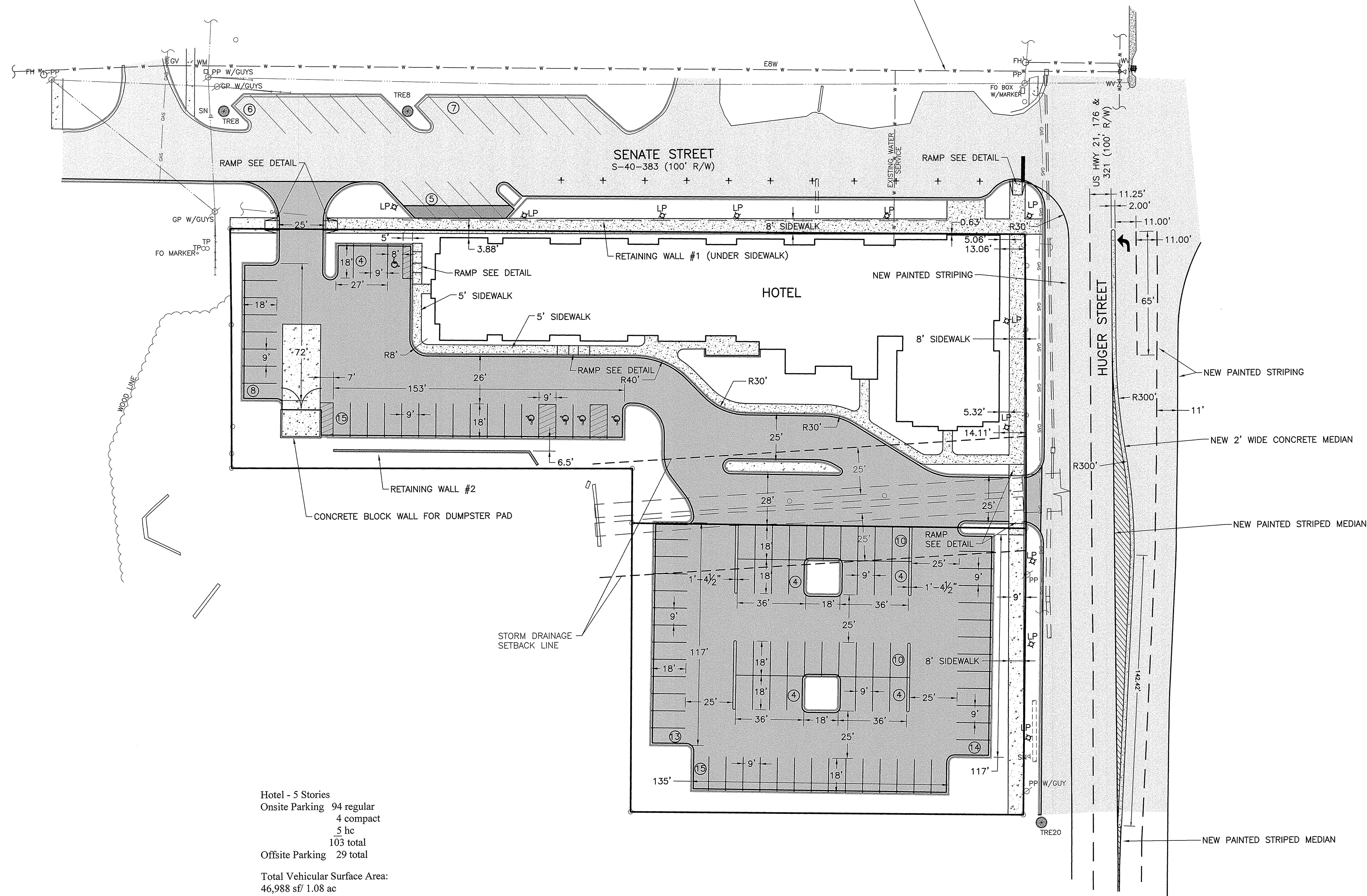
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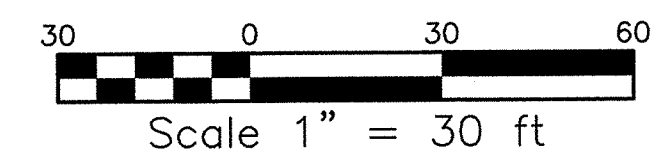
DATE	JULY 2021
SCALE	AS SHOWN
DRAWN	MAB
DESIGNED	—
CHECKED	JHP
JOB NO	20-019
CAD FILE	DEMO
LAYOUT	DEMO

Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Demolition Plan

DRAWING NO.	2
OF	15
FILE NO.	



Hotel - 5 Stories
Onsite Parking 94 regular
4 compact
5 lux
103 total
Offsite Parking 29 total
Total Vehicular Surface Area:
46,988 sq ft 1.08 ac

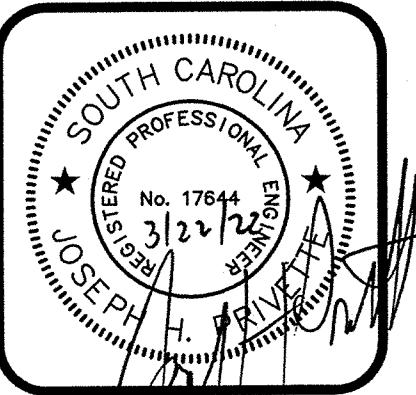
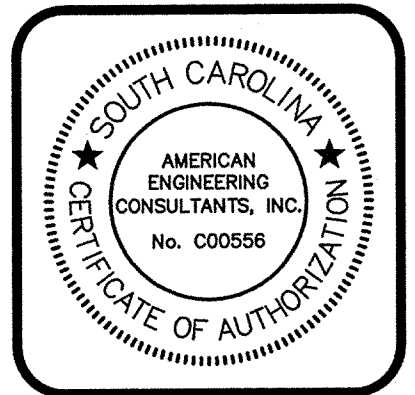


3/24/2022 9:53 AM MELK325 P:\20-019\DWGS\CONSTRUCTION\DWGS\STAKING.DWG

NO	DATE	REVISION	BY
1	03/22/22	GENERAL REVISIONS - PER CITY OF COLUMBIA	TME



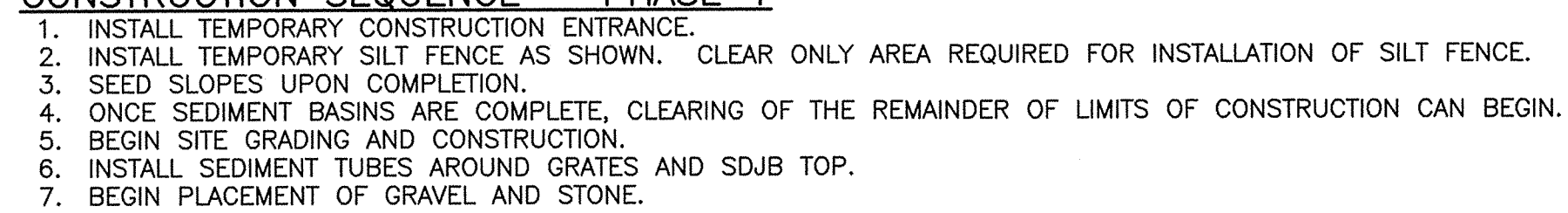
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DRAWN	MAB
DESIGNED	-
CHECKED	JHP
JOB NO	20-019
CAD FILE	STAKING
LAYOUT	STAKE

Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Proposed Site/Staking Plan

DRAWING NO.	3
OF	15
FILE NO.	

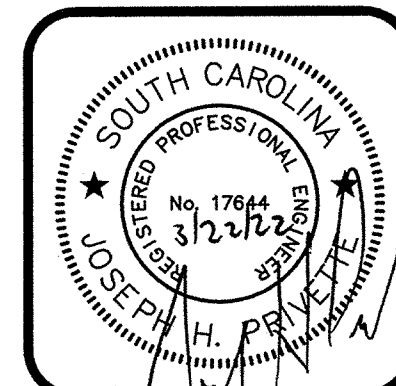
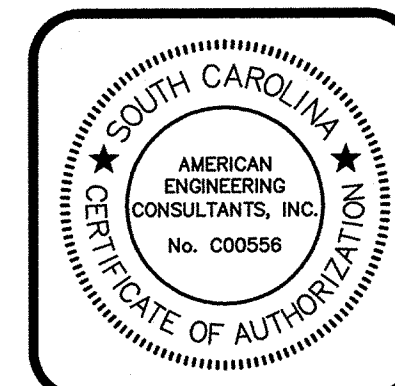


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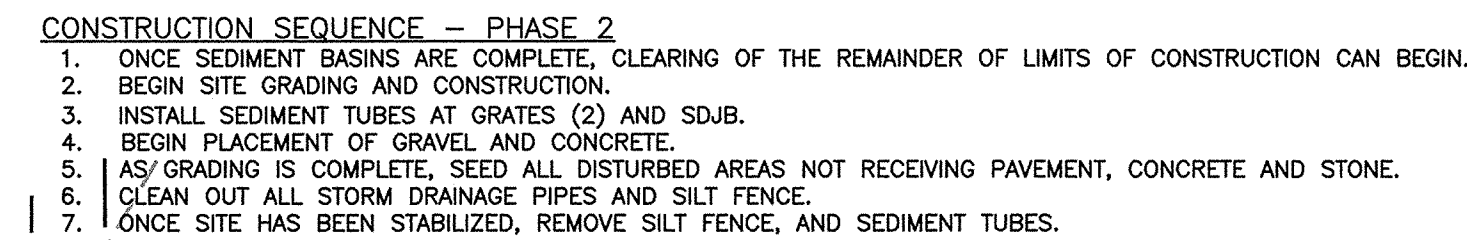


DATE JULY 2021
SCALE AS SHOWN
DRAWN MAB
DESIGNED -
CHECKED JHP
JOB NO 20-019
CAD FILE PHASE1GRAD
LAYOUT PH 1

Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina

Phase I Sediment & Erosion Control Plan

DRAWING NO.
4
OF 15
FILE NO.



ITEMS MUST OCCUR IN THE ORDER LISTED; ITEMS CANNOT OCCUR CONCURRENTLY UNLESS SPECIFICALLY NOTED.

- NOTE: MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY STABILIZED AND THE CONTROLS ARE REMOVED.

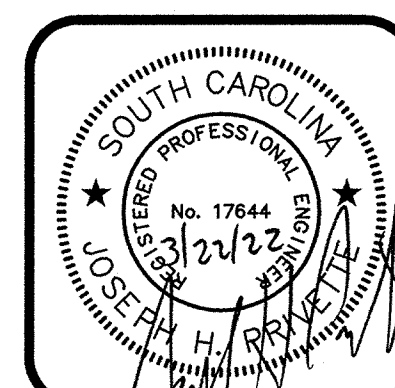
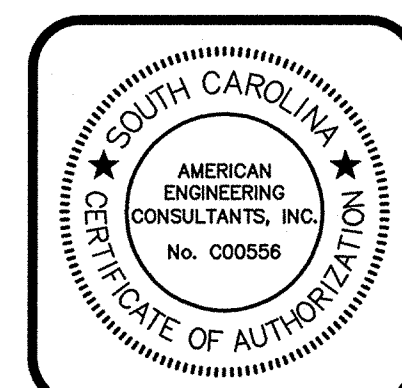
"I (We) hereby certify that all clearing, grading, construction, and/or development will be done pursuant to this plan and I (we) are responsible for the land disturbance and related maintenance thereof. City of Columbia authorities will be allowed to enter the project site for the purpose of on-site inspections."

Date _____ Owner/Person Financially Responsible _____

"I hereby certify that this plan is designed to contain soil on the property concerned to the maximum extent, to provide for the protection of the property and the proposed improvements thereon from the effects of flooding, to provide for the control of the runoff from the property, and that all the provisions for sediment control and storm drainage are in accordance with the Stormwater Management and Sediment Control Ordinance for City of Columbia South Carolina."

Date _____ SC Registered Professional Engineer _____


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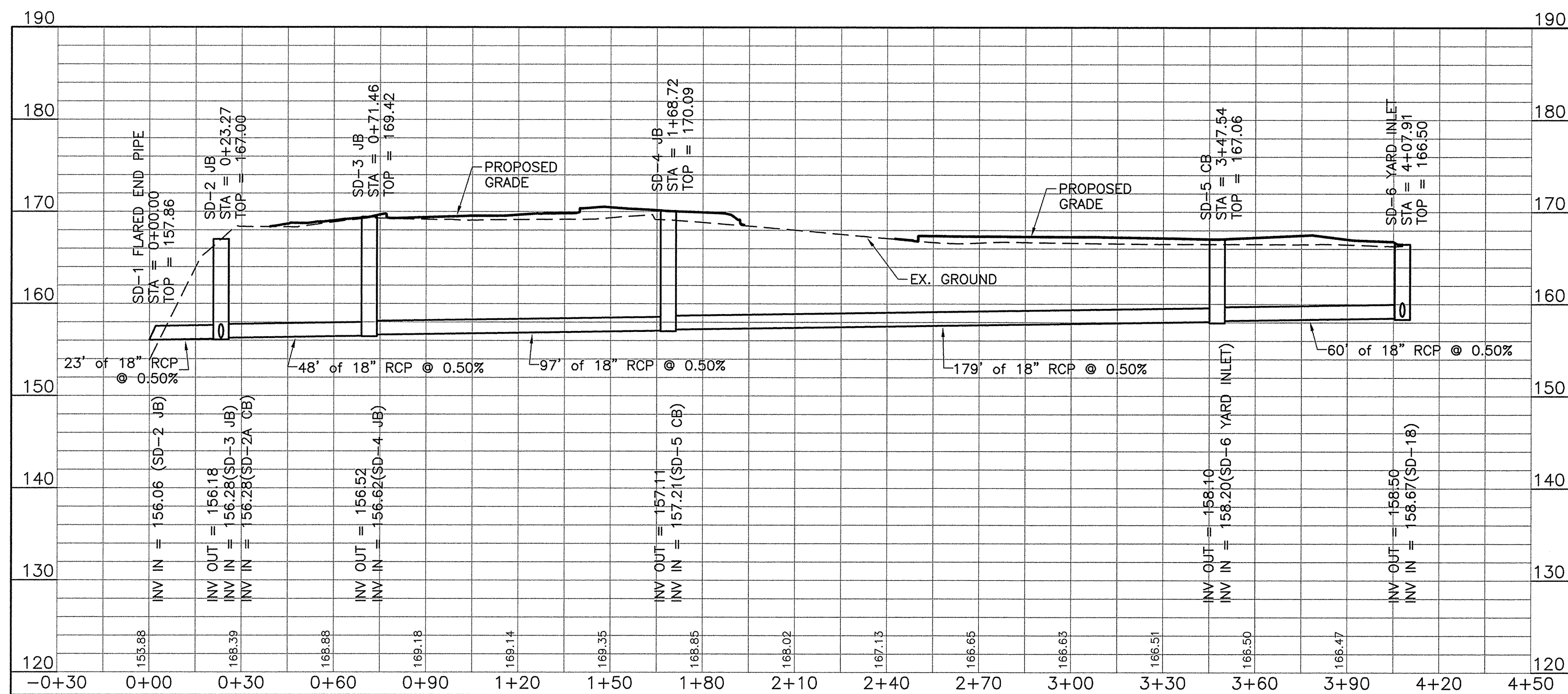
DATE JULY 2021
SCALE AS SHOWN
DRAWN MAB
DESIGNED —
CHECKED JHP
JOB NO 20-019
CAD FILE PHASEIIIGRAD
LAYOUT PH II

DRAWING NO.

5

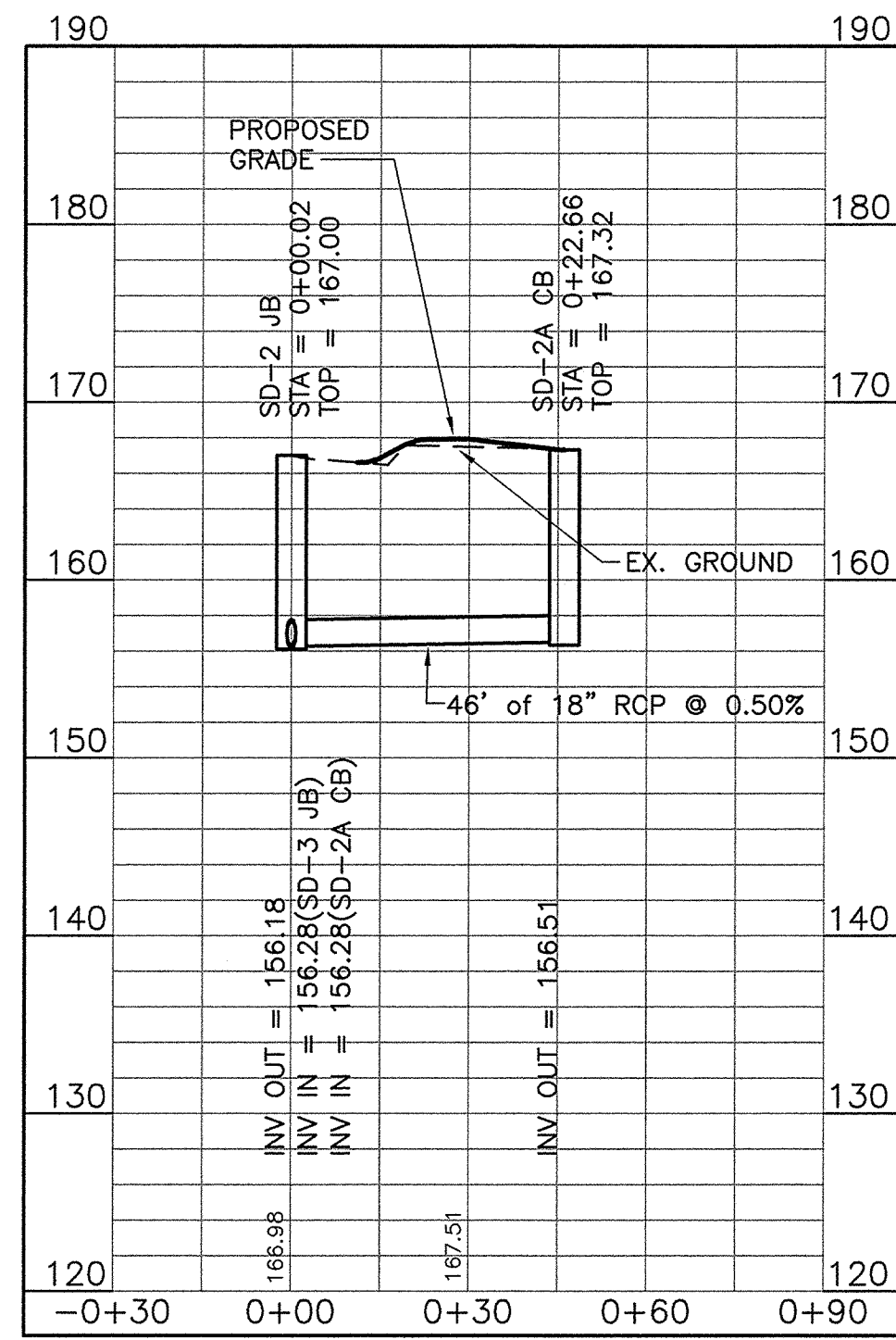
OF 15

FILE NO.



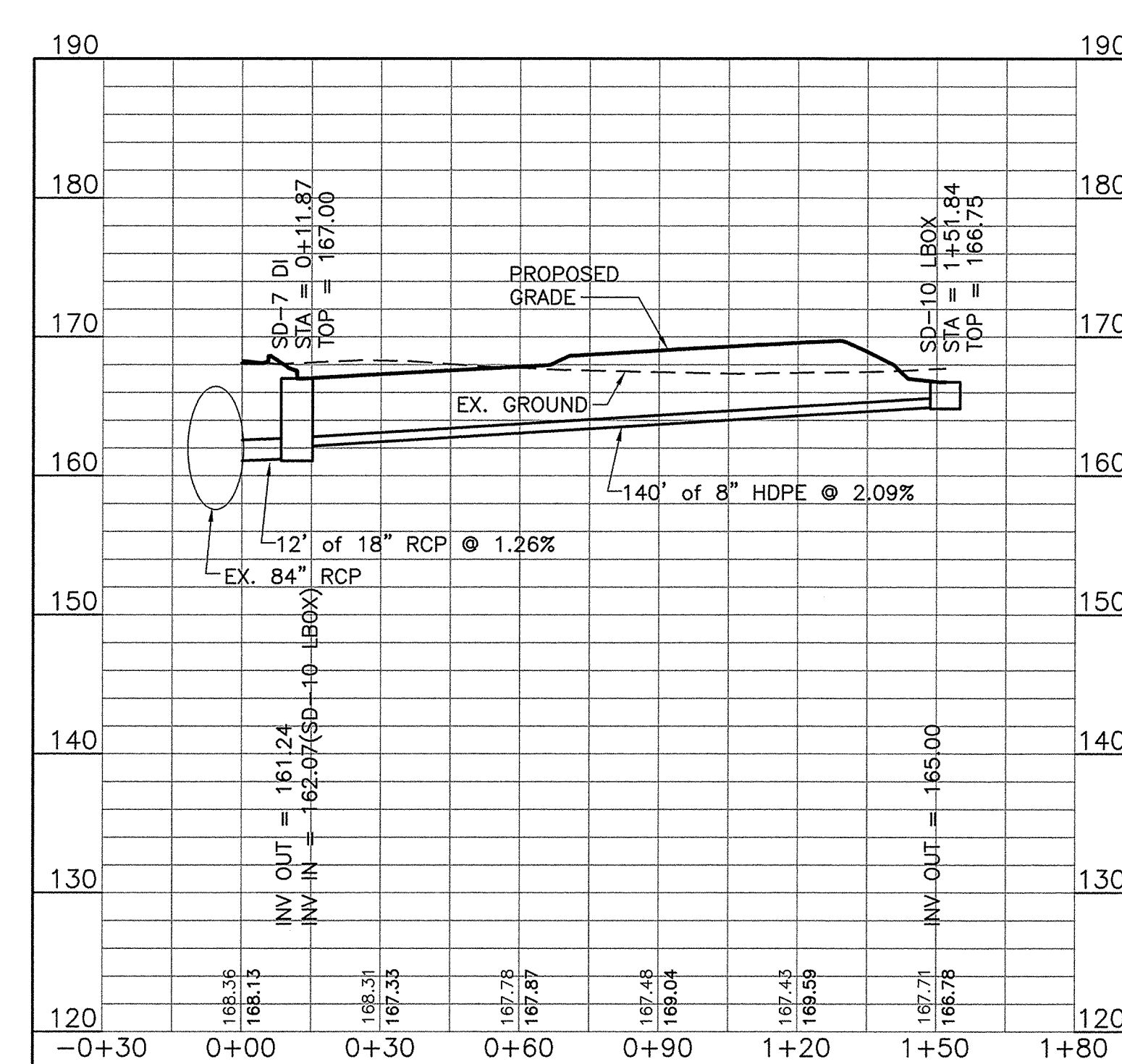
STORM DRAIN LINE "A"

SCALE: 1" = 30' HORZ
1" = 10' VERT



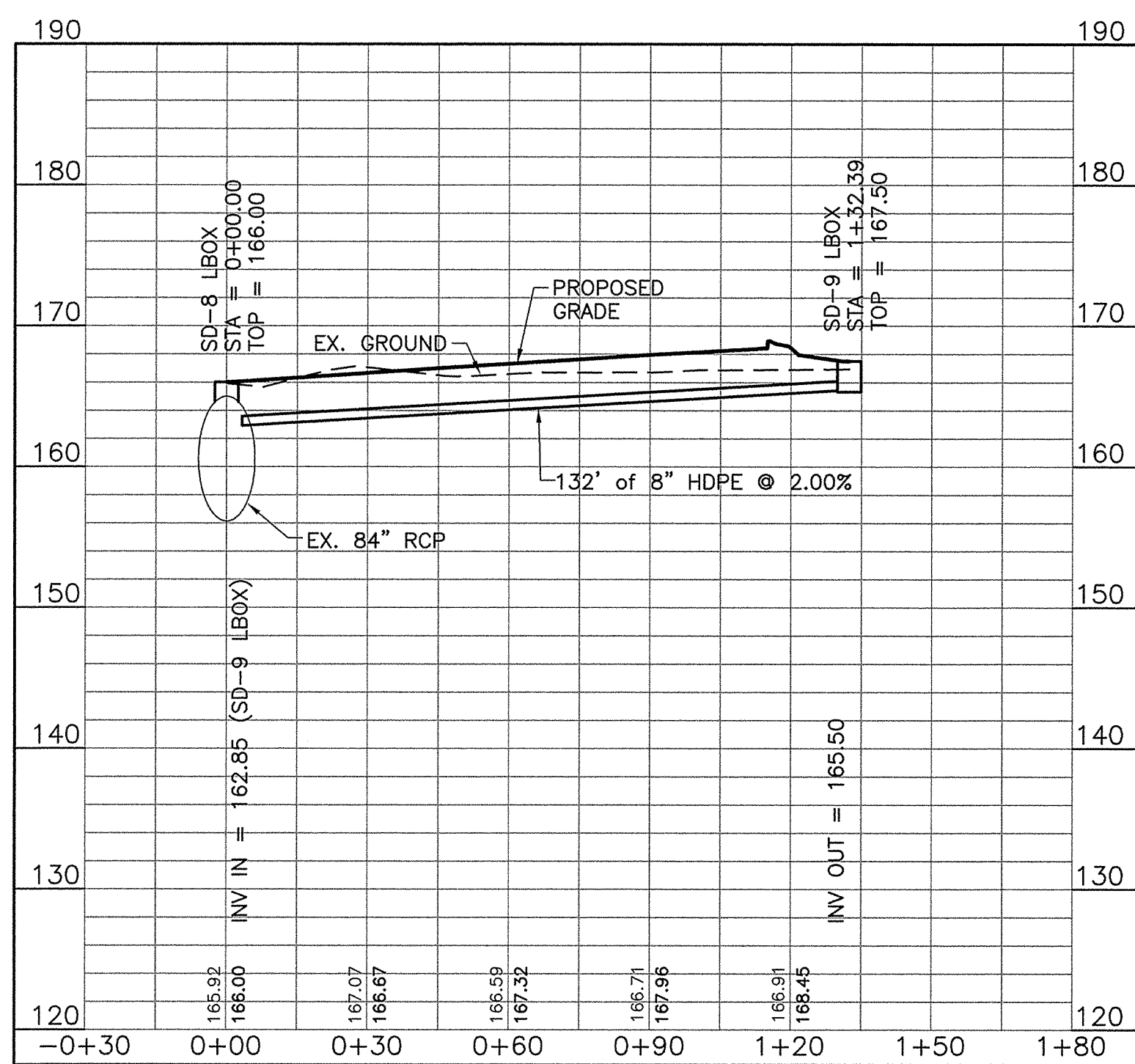
STORM DRAIN LINE "B"

SCALE: 1" = 30' HORZ
1" = 10' VERT



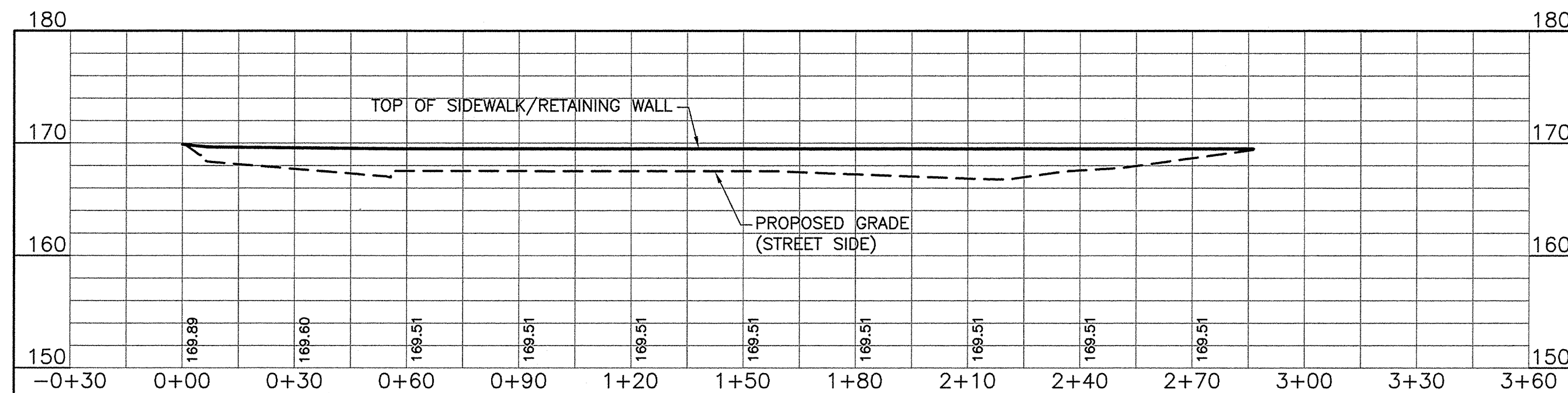
STORM DRAIN LINE "C"

SCALE: 1" = 30' HORZ
1" = 10' VERT



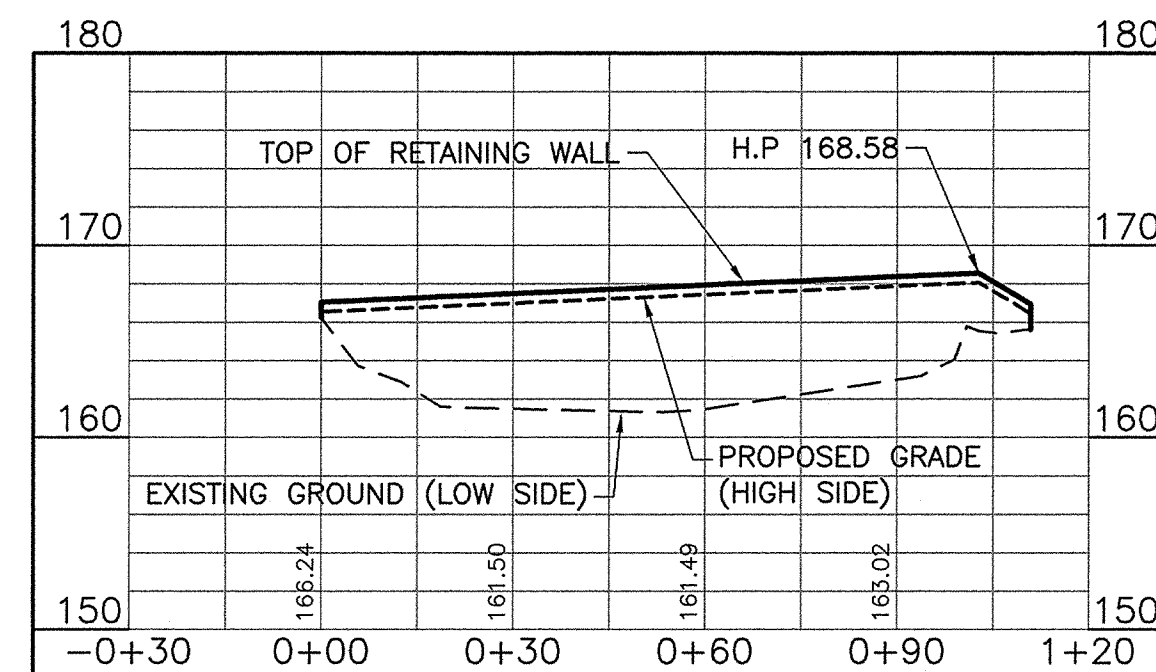
STORM DRAIN LINE "D"

SCALE: 1" = 30' HORZ
1" = 10' VERT



RETAINING WALL #1

SCALE: 1" = 30' HORZ
1" = 10' VERT



RETAINING WALL #2

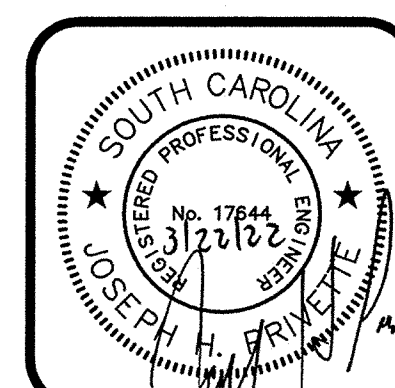
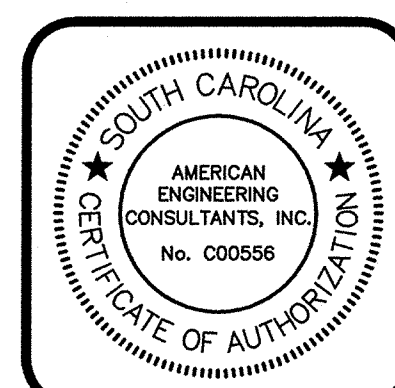
SCALE: 1" = 30' HORZ
1" = 10' VERT

3/24/2022 9:54 AM MELKS25 P:\20-019\DWGS\CONSTRUCTION DWGS\SDPROF.DWG

NO	DATE	REVISION	BY
1	03/22/22	GENERAL REVISIONS - PER CITY OF COLUMBIA	TME

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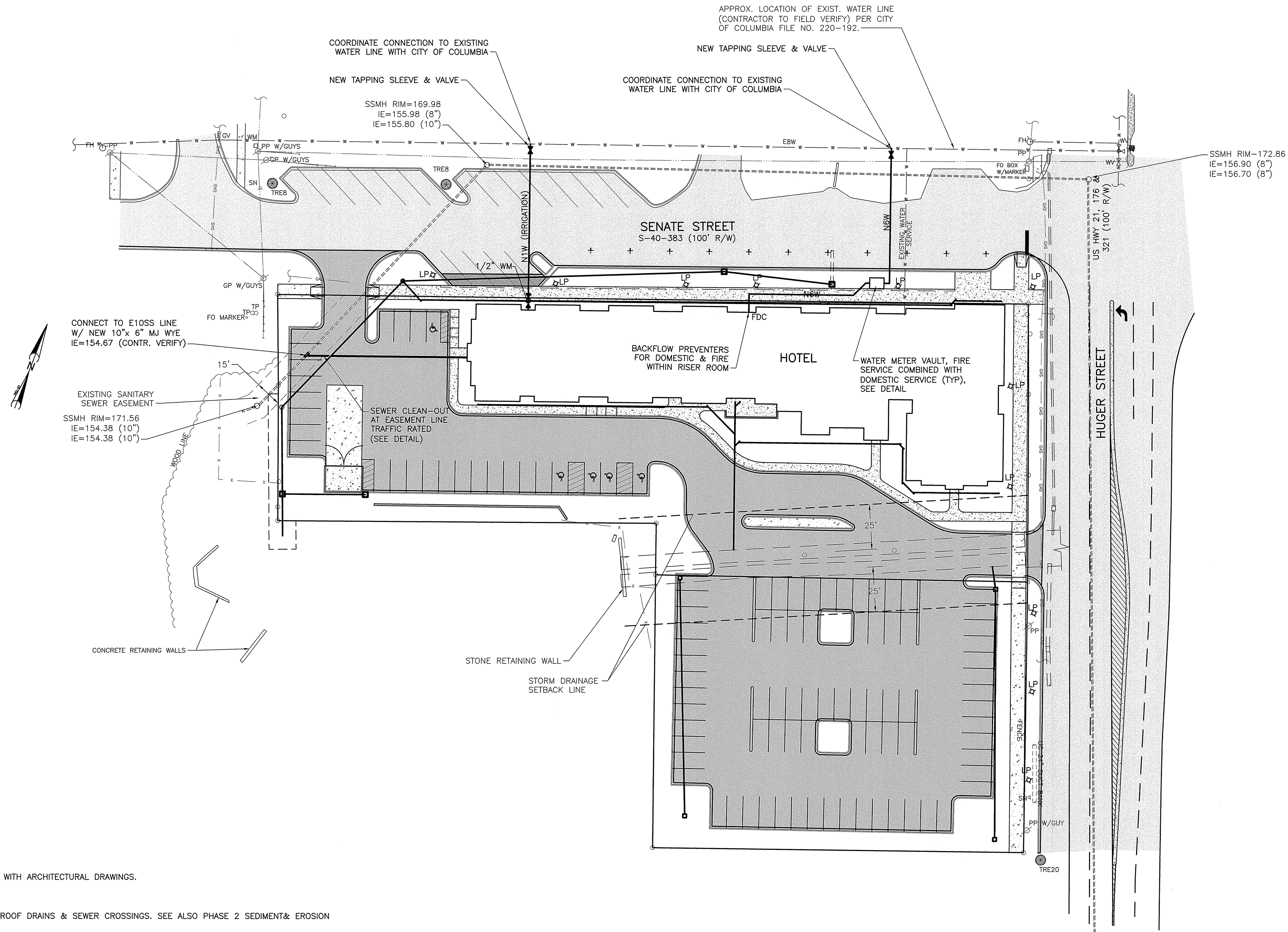
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SCALE	AS SHOWN
DRAWN	MAB
DESIGNED	—
CHECKED	JHP
JOB NO	20-019
CAD FILE	SDPROF
LAYOUT	STAKE

Vista Hotel
 PREPARED FOR
Solara Investments
 Richland County, South Carolina
 Storm Drain Profiles & Retaining Wall Elevation

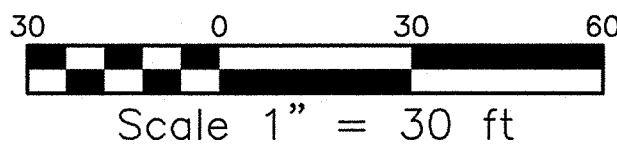
DRAWING NO.	6
OF	15
FILE NO.	



WATER PROVIDER
CITY OF COLUMBIA
UTILITIES DEPARTMENT
PO BOX 147
COLUMBIA, SC 29217
803-545-3400

SEWER PROVIDER
CITY OF COLUMBIA
UTILITIES DEPARTMENT
PO BOX 147
COLUMBIA, SC 29217
803-545-3400

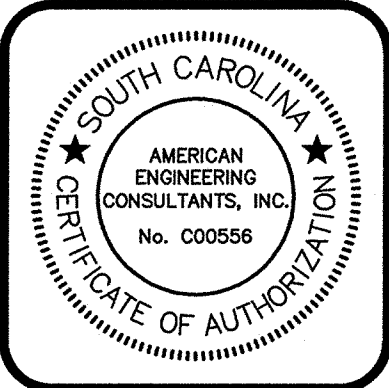
- NOTES:**
1. VERIFY TIE-IN OF UTILITY LOCATIONS WITH ARCHITECTURAL DRAWINGS.
a) WATER
b) SEWER
c) OTHER
 2. COORDINATE WITH CONTRACTOR FOR ROOF DRAINS & SEWER CROSSINGS. SEE ALSO PHASE 2 SEDIMENT& EROSION CONTROL PLAN.
 3. COORDINATE WITH CITY OF COLUMBIA.
 4. NO AVAILABLE DRAWINGS FOR EXISTING SANITARY SEWER SYSTEM FROM CITY OF COLUMBIA. SHOWING 15' EASEMENT CENTERED ON LINE.
 5. N&W (FIRE) SERVICE MUST BE CONSTRUCTED BY A CITY APPROVED CONTRACTOR. COMBINE FIRE AND DOMESTIC IN THE METER PIT.



NO	DATE	REVISION	BY
1.	10/12/21	ADDED CLEANOUT	JHP
2.	10/27/21	REVISED WATER METER VAULT LOCATION	JHP
3.	02/15/22	REVISED WATER METER VAULT LOCATION & ADDED NOTE FOR CLEANOUT	JHP
4.	03/22/22	GENERAL REVISIONS - PER CITY OF COLUMBIA	TME



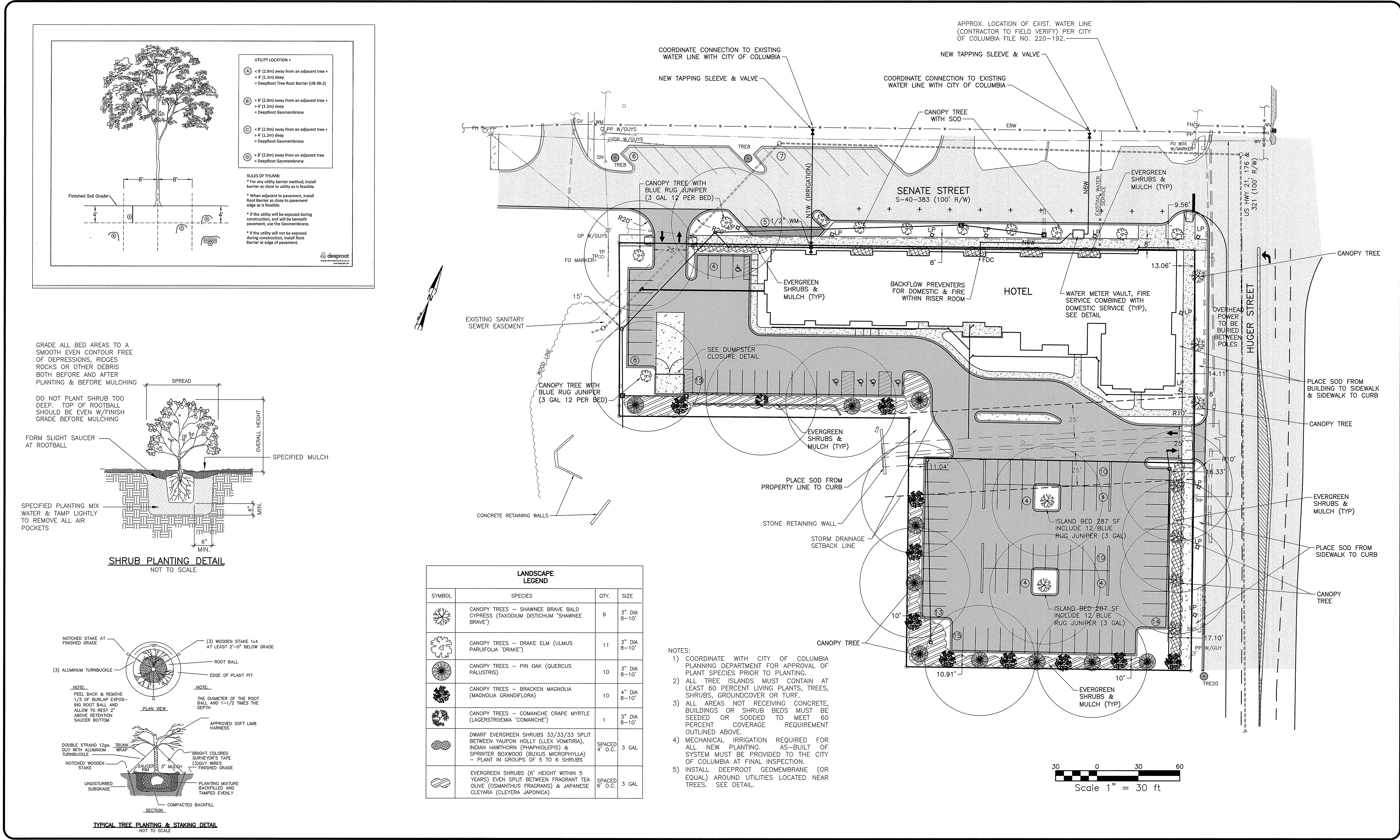
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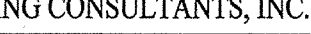


DATE	JULY 2021
SCALE	AS SHOWN
DRAWN	MAB
DESIGNED	---
CHECKED	JHP
JOB NO	20-019
CAD FILE	UTILITY
LAYOUT	UTILITY

Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Utility Plan

DRAWING NO.	7
OF	15
FILE NO.	

[illegible]


AMERICAN ENGINEERING CONSULTANTS, INC.
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A circular professional engineer seal for the State of South Carolina. The outer ring contains the text "SOUTH CAROLINA" at the top and "REGISTERED PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The center of the seal contains the text "No. 17844" and the name "JOSEPH H. PRIETTE". The seal is stamped over a signature.

DATE JULY 2021
SCALE AS SHOWN
DRAWN MAB
DESIGNED -
CHECKED JHP
JOB NO 20-019
CAD FILE LANDSCAPE
LAYOUT LANDSCP

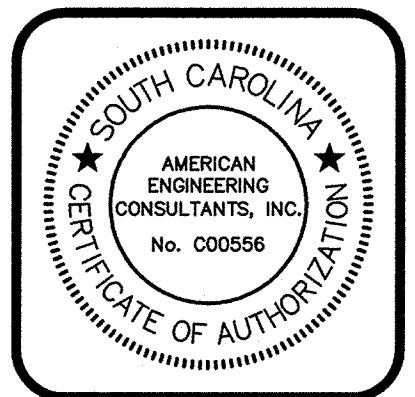
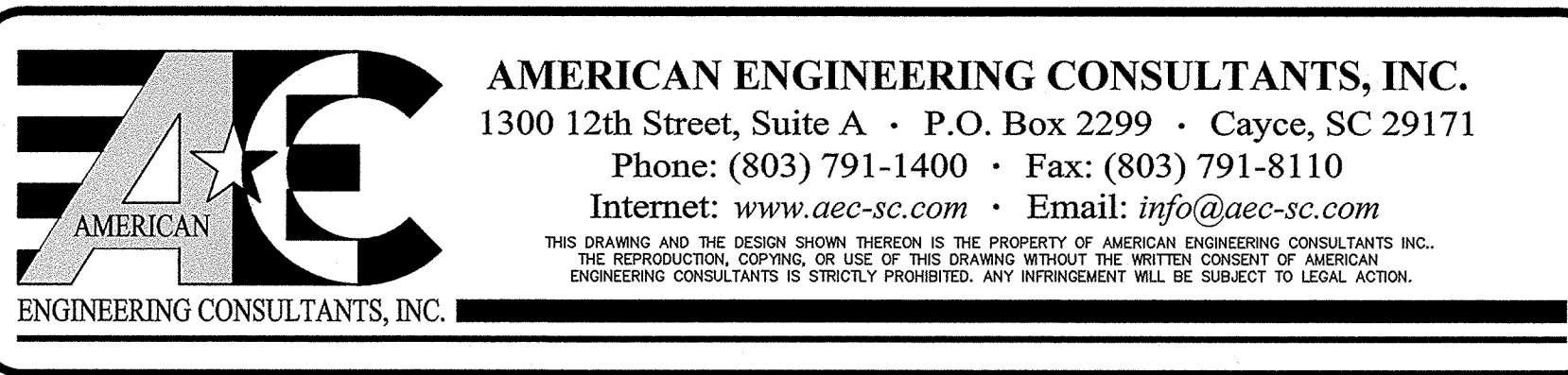
Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Landscaping Plan

DRAWING NO.

8

OF 15

FILE NO.

[illegible]

DATE JULY 2021
SCALE AS SHOWN
DRAWN MAB
DESIGNED —
CHECKED JHP
JOB NO. 20-019
CAD FILE SITEENCROACH
LAYOUT ENCROACHMENT

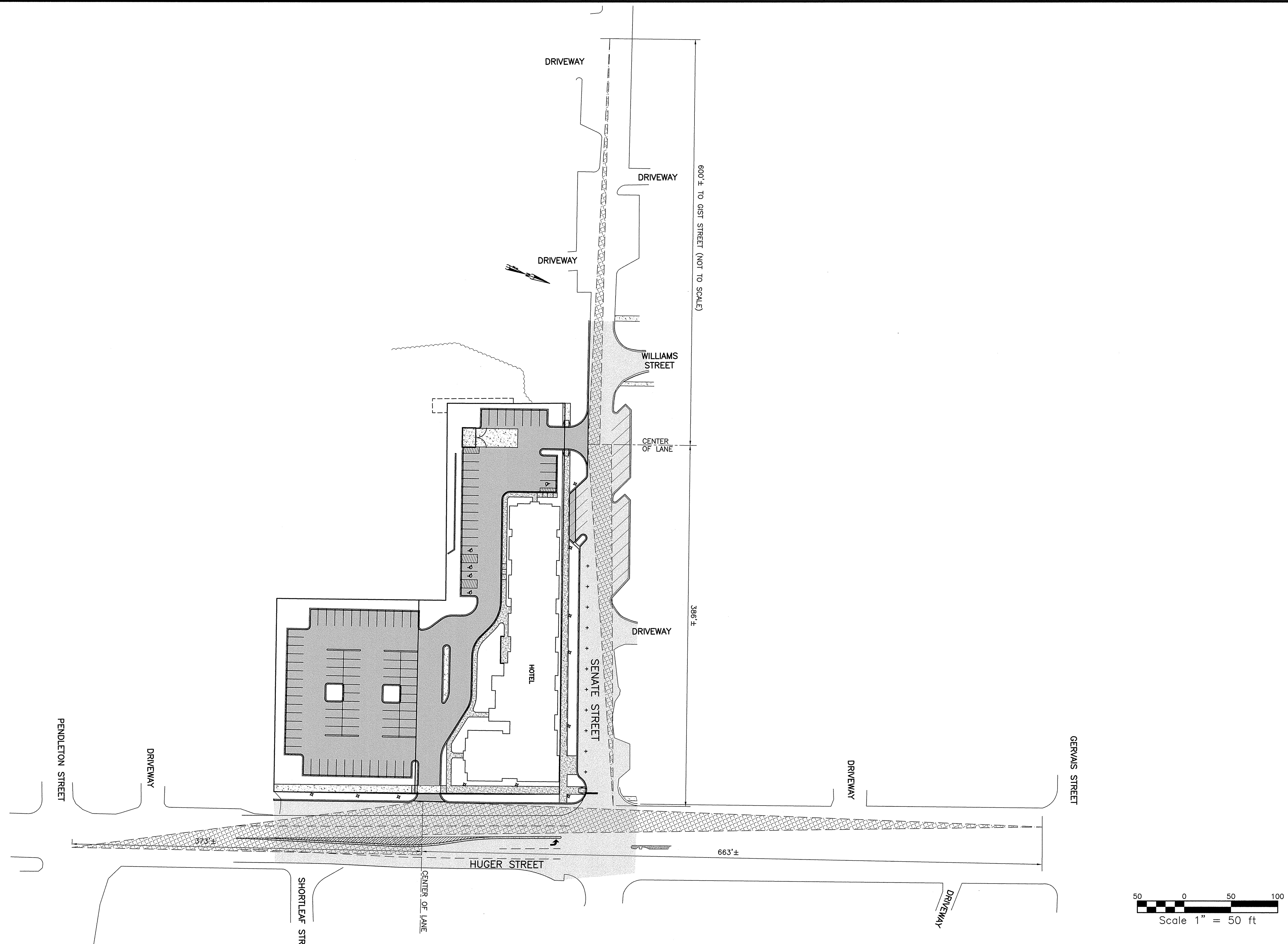
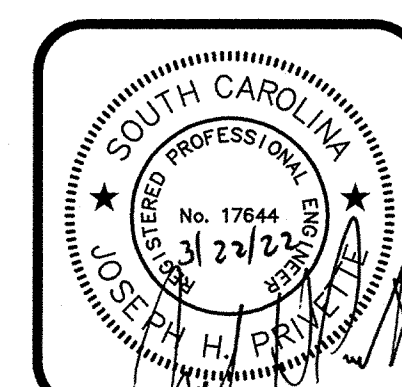
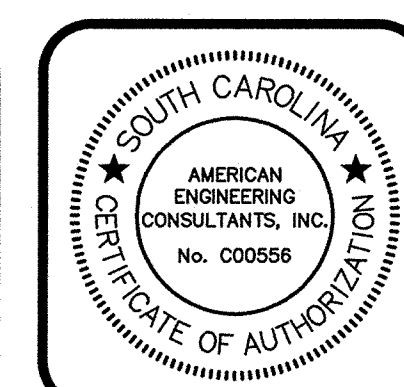
Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Encroachment

DRAWING NO.

9

OF 15

FILE NO.

[illegible]

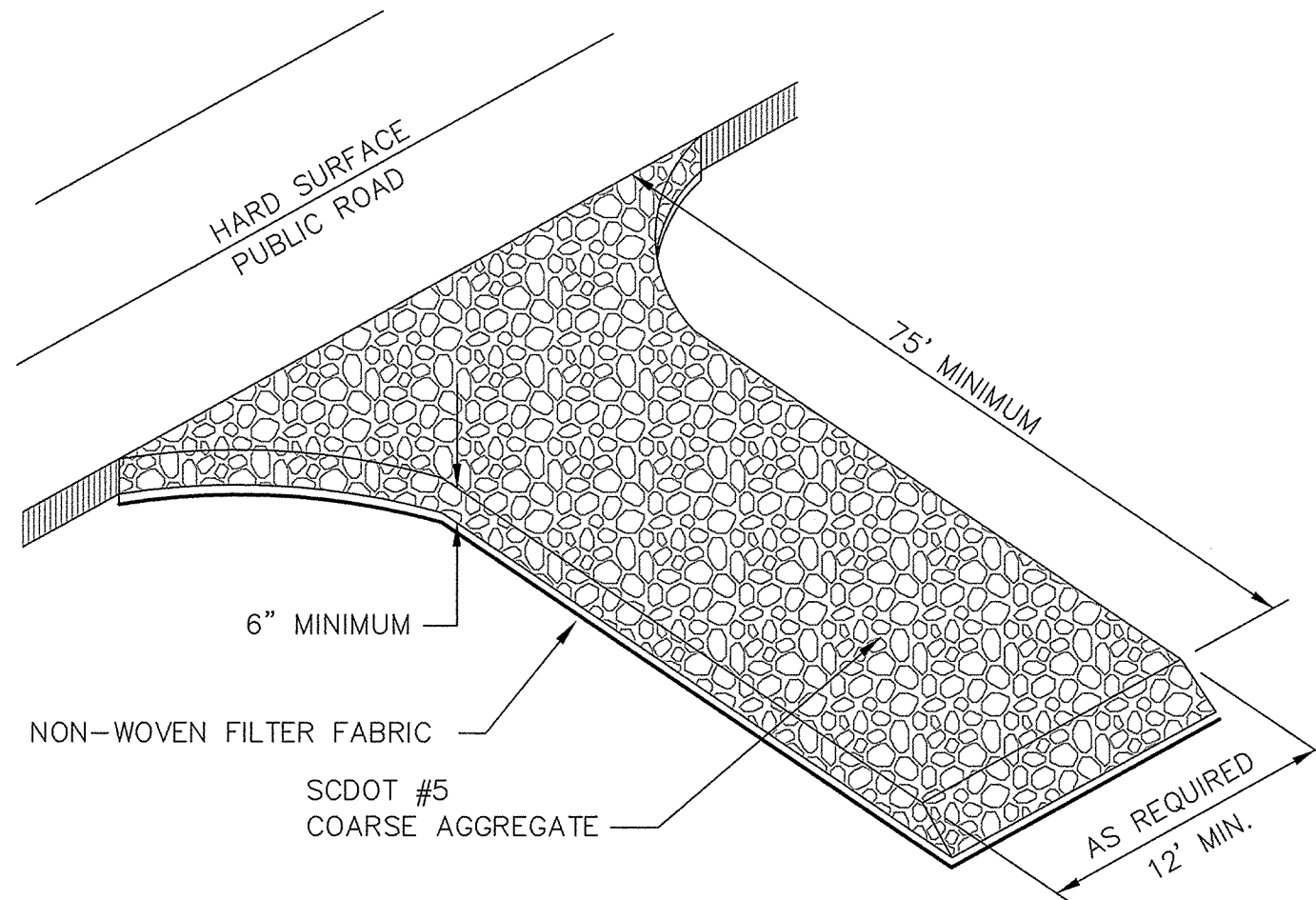
DATE JULY 2021
SCALE AS SHOWN
DRAWN MAB
DESIGNED —
CHECKED JHP
JOB NO 20-019
CAD FILE SITEDIST
LAYOUT SITE DISTANCE

Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Site Distance

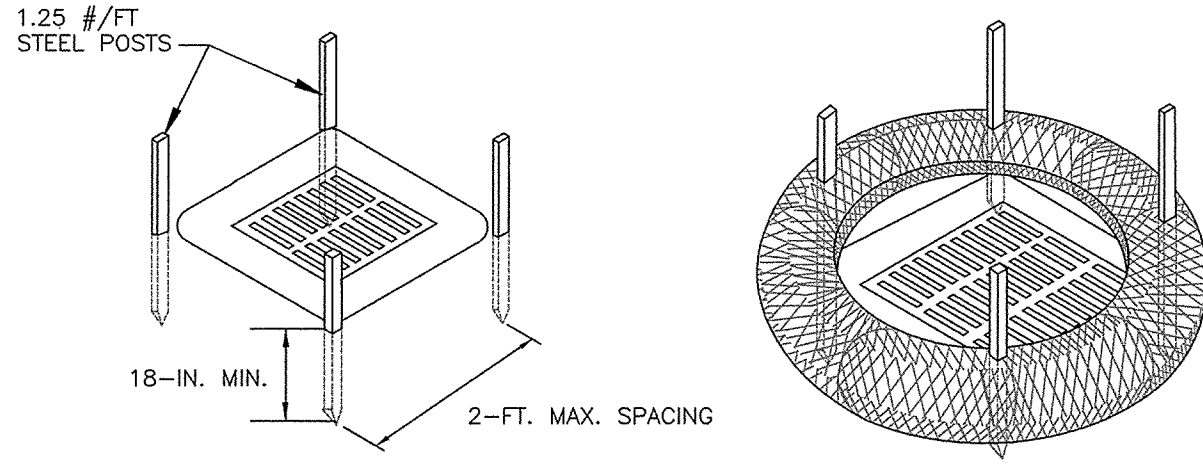
A rectangular stamp with rounded corners. At the top, it says "DRAWING NO.". Below this, the number "10" is circled and underlined. To the right of this is a diagonal line. Below the line, the word "OF" is followed by the number "15", which is underlined. At the bottom, it says "FILE NO.".

SEDIMENT & EROSION CONTROL NOTES

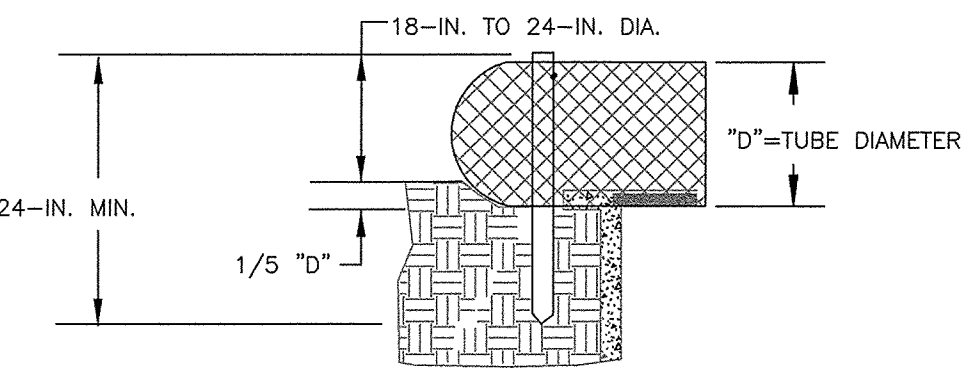
1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
 - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.O. REG. 72-500 ET SEQ. AND SCR100000.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.).
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
 - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
 - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
 - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
18. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.



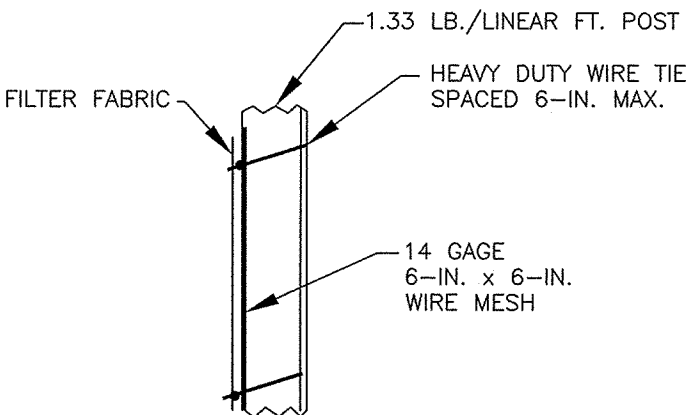
STABILIZED CONSTRUCTION EXIT
NOT TO SCALE



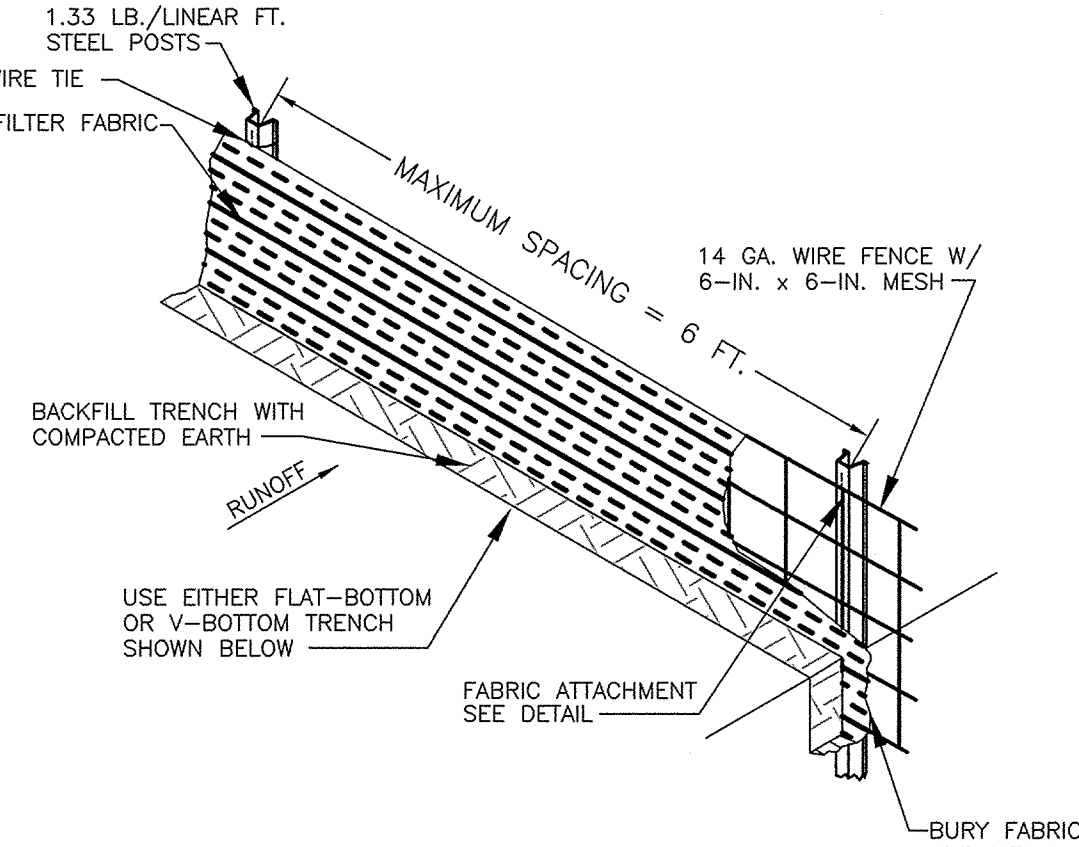
POST INSTALLATION SEDIMENT TUBE INSTALLATION



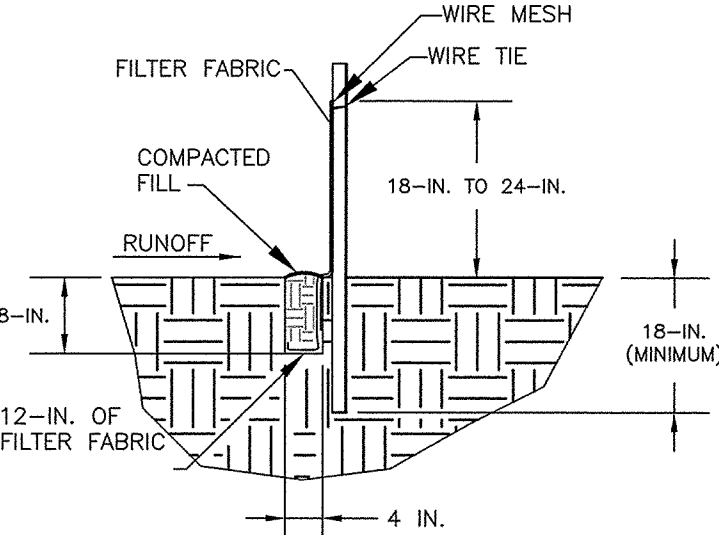
SEDIMENT TUBE BURIAL
SEDIMENT TUBE INLET PROTECTION
DETAIL



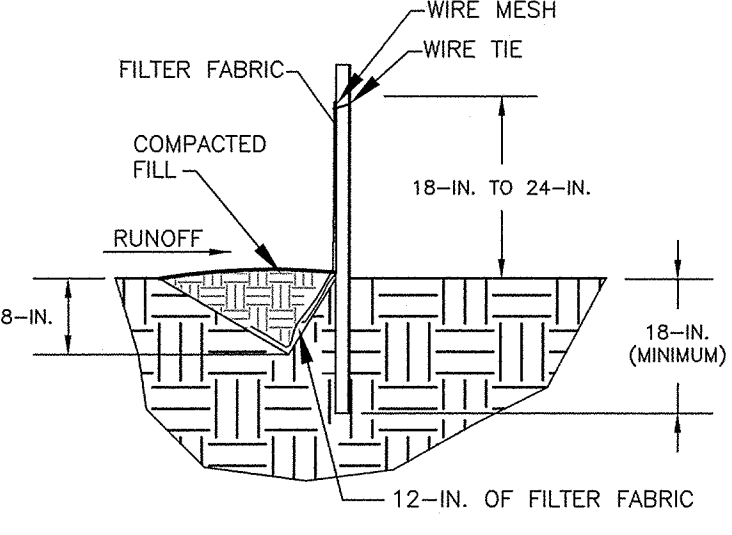
FABRIC ATTACHMENT



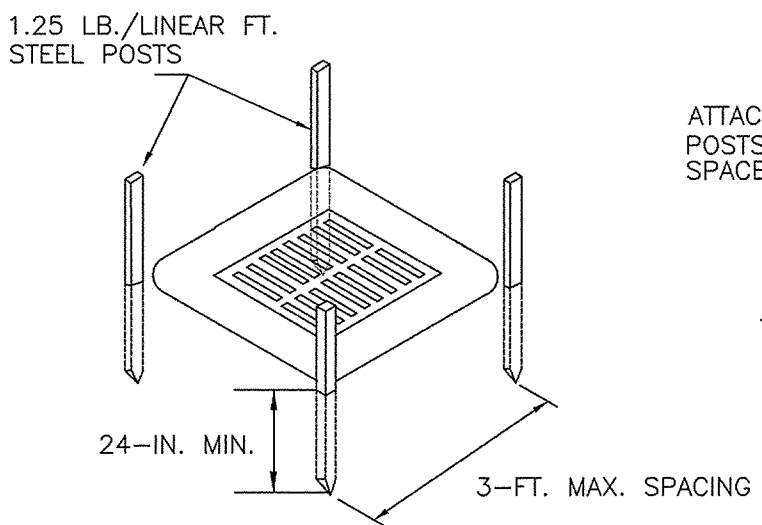
SILT FENCE INSTALLATION



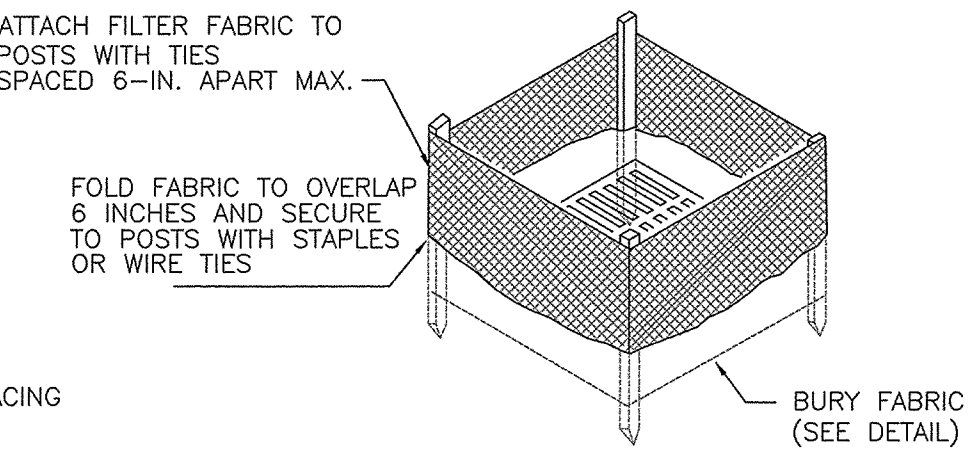
FLAT-BOTTOM TRENCH



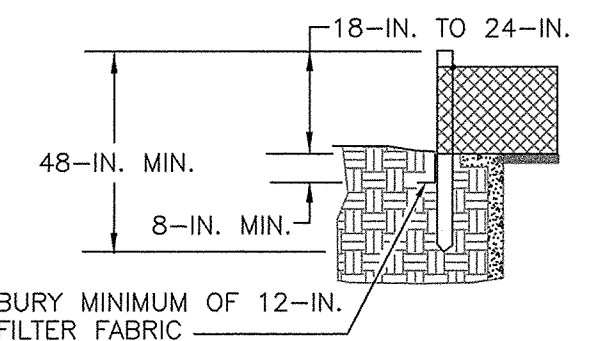
V-SHAPED TRENCH



POST INSTALLATION



FILTER FABRIC INSTALLATION



FILTER FABRIC BURIAL

SILT FENCE INLET PROTECTION DETAIL

NOTES:

1. SILT FENCES SHOULD BE INSPECTED IMMEDIATELY AFTER EACH RAIN FALL AND AT LEAST DAILY DURING PROLONGED RAINFALLS. ANY REQUIRED REPAIRS SHOULD BE MADE IMMEDIATELY.
2. SHOULD THE FABRIC ON THE SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE EXPECTED USABLE LIFE, AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHOULD BE REPLACED IMMEDIATELY.
3. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH ONE HALF THE HEIGHT OF THE SILT FENCE.

SILT FENCE DETAIL
NOT TO SCALE



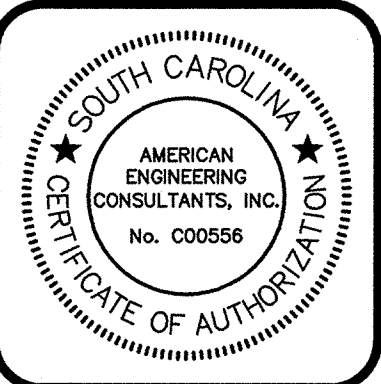
3/24/2022 9:58 AM MELKS25 P:\20-019\DWGS\CONSTRUCTION DWGS\DETAILS1-2.DWG

NO	DATE	REVISION	BY
1	03/22/22	GENERAL REVISIONS - PER CITY OF COLUMBIA	TME



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DATE	JULY 2021
SCALE	AS SHOWN
DRAWN	MAB
DESIGNED	—
CHECKED	JHP
JOB NO	20-019
CAD FILE	DETAILS1-2
LAYOUT	DETAILS 1

Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina

Details

DRAWING NO.	D1
OF	15
FILE NO.	

Notes:

1. Includes rural areas adjacent to well-developed lawns.
2. Not required on shoulders, medians, etc., and slopes under 5 feet (1.5 meters) in height.
3. Giant Bermudagrass, including NK-373, may not be used.
4. Reseeding Crimson Clover shall be inoculated in accordance with Subsection 810.05.
5. Do not plant clove in medians or in rural areas adjacent to well-developed lawns.
6. Pensacola Bahiá shall be allowed only as shown in Seeding Schedule 3 & 4 at the rate of 50 pounds per acre (56 Kg/ha) only when seedling pine trees which are governed by the South Carolina Mining Act. Otherwise, do not include Bahiá seed in seed mix.

The Upper State shall be considered as consisting of all counties west of the counties west of Aiken, Lexington, Richland, Kershaw and Chester.

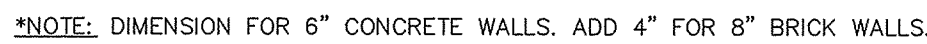
The Lower State shall consist of the above cited counties and all counties east.

The contractor may include quantities of rye grass and millet in Schedule 1 & 3 in order to establish quick ground cover for erosion control purposes.

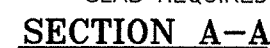


- NOTES:**
1. 3000 PSI CONCRETE
 2. CONTROL JOINTS @ 10' MAX.
 3. EXPANSION JOINTS @ 30' MAX.
 4. ADD A 2'-0" DEEP x 8" WIDE CONCRETE TOE WALL TO THE DISCHARGE END OF THE TROUGH SECTION ONLY.

NOT TO SCALE



FRAME DIF-66 & GRATE DIG-66 AS
MANUFACTURED BY SUMTER MACHINERY
CO. OR APPROVED EQUAL.



1. DROP INLET MAY BE CONSTRUCTED OF CLASS 'A' CONCRETE OR 8" BRICK.
2. CONCRETE INLETS SHALL HAVE 6" THICK WALLS AND 4" THICK BOTTOM.
3. BRICK INLETS SHALL HAVE 4" THICK WALLS AND 4" THICK BOTTOM. SLAB.
4. INSIDE DIMENSIONS OF DROP INLET SHALL BE $1'-1 1/2" \times 1'-11 1/2"$.
5. AFTER FRAME AND GRATE ARE SET, FINAL 4" CLASS 'A' CONCRETE IS TO BE POURED FLUSH WITH THE INSIDE EDGE OF THE DROP INLET ON ALL SIDES.
6. MEANS SHALL BE USED TO SET WALLS TO EXCEED 4" ABOVE GRATE.
7. SLIPS TO CONFORM TO S.C.D.H.P.T. DRAWING NO. 719-1.
7. CORREL BRICK WORK AS REQUIRED ON BRICK INLETS TO PROVIDE 4" MINIMUM CLEARANCE BETWEEN PIPES.
8. ENDS OF ALL PIPES SHALL BE FLUSH WITH INSIDE WALL OF INLET.
9. CONCRETE INLETS CONSTRUCTED ON SANDY SOIL SHALL HAVE 1/2" REINFORCING BARS SET 1" FROM TOP SURFACE AND 14" O/C VERTICAL WITH 2" CLEARANCE FROM INSIDE FACE OF CONCRETE.

S.C.D.O.T. DESIGN - DRAWING No. 719-10
SCALE: 1/2" = 1'-0"



1. ALL CONCRETE SHALL BE 3,000 PSI.
2. ENDS OF ALL PIPES SHALL BE FLUSH WITH INSIDE WALL.
3. THAT OPENING SHALL BE FLUSH WITH FACE OF CURB WHEN USING BARRIER CURB.
4. THROAT OPENING SHALL BE OFFSET 2" FROM GUTTER LINE ON ROLLED CURB.
5. THROAT OPENING SHALL BE OFFSET 3" FROM BOTTOM OF VALLEY ON VALLEY GUTTER.
6. ADD ONE (1) ADDITIONAL FOOT OF CATCH BASIN IF CATCH BASIN HAS 18" CORRECTION RADIUS.
7. ALL STEEL BARS SHALL BE PLACED 1-1/2" CLEAR FROM BOTTOM AND SIDES OF SLAB.
8. TOP OF CATCH BASIN SHALL BE FLUSH WITH TOP OF CURBING OR TOP OF THE VALLEY/GUTTER BACK-SLOPE.
9. FOR PIPES OVER 24" ID BOX INSIDE DIMENSIONS SHALL BE PIPE OUTSIDE DIAMETER + 6" EACH SIDE OF PIPE.
10. STEPS DIFFERING IN DEPENDENCIES, CONFIGURATION, OR MATERIALS FROM THOSE SHOWN MAY ALSO BE USED PROVIDED THE CONTRACTOR HAS THE APPROVAL OF THE ENGINEER.
11. ALL STEPS SHALL PROTRUDE 4" FROM THE INSIDE FACE OF STRUCTURE WALL.
12. CONCRETE DRICK WALLS SHALL HAVE A 1/4" MORTAR COAT TO INSIDE SURFACE.
14. WALL THICKNESS IS TO BE 12" IF BASIN DEPTH EXCEEDS 12'-0".

SCALE: AS SHOWN



1. GRATE TO BE ATTACHED TO CATCH BASIN WITH SCREW PROVIDED AT TIME OF INSTALLATION.
2. RISER CAN BE CUT TO ACHIEVE EXACT ELEVATION.
3. DO NOT USE OVER 5 RISERS WITH CATCH BASIN.
4. EXISTING SOILS SHOULD BE EVALUATED TO ENSURE PROPER STRUCTURAL AND PERMEABILITY PROPERTIES.
5. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
6. DO NOT SCALE DRAWINGS.
7. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
8. PROVIDE LOCKING ADAPTERS TO CONNECT PIPE TO BOX.

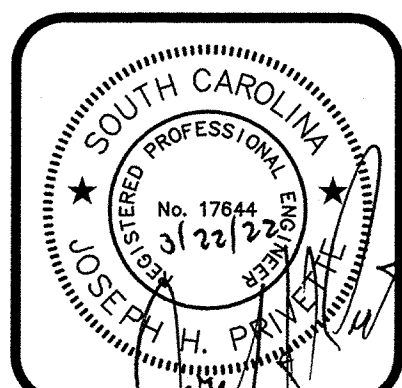
12" SQUARE CATCH BASIN WITH RISER INSTALLATION FOR LANDSCAPE APPLICATIONS



1. THE PIPE IS TO BE BEDDED IN COMPACTED 6" LAYERS TO THE SPRINGING LINE FIRST, THEN BACKFILLED WITH HAND PLACED MATERIAL COMPACTED IN 6" LAYERS TO A DEPTH OF 1" MINIMUM ABOVE THE PIPE. BALANCE OF BACKFILL SHALL BE PLACED IN A MANNER TO INSURE COMPACTION AS SPECIFIED.
2. IN AREAS WHERE DITCH LINE WILL BE LESS THAN THREE (3) FEET FROM THE EDGE OF EXISTING PAVEMENT, FLOWABLE FILL MAY BE REQUIRED FOR BACKFILL. CONSULT ENGINEER FOR ENFORCEMENT PERMITS FOR SPECIFIC REQUIREMENTS IN THIS REGARD.

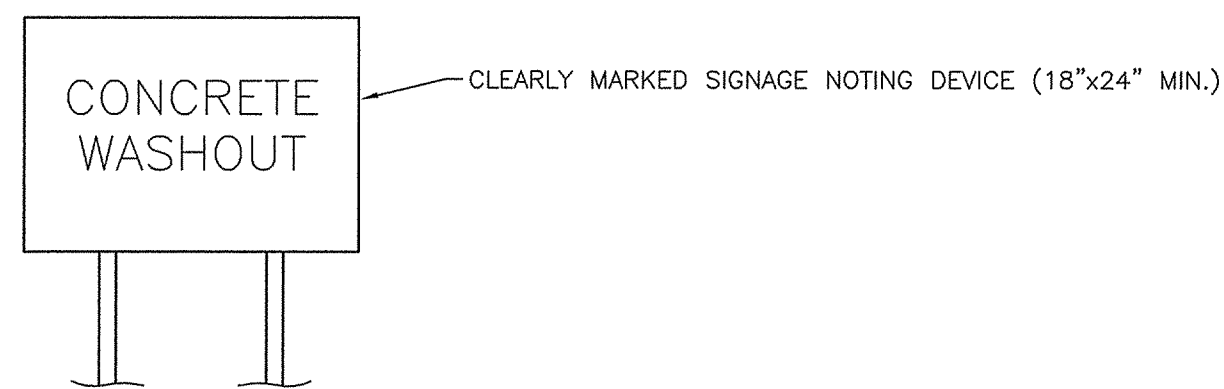
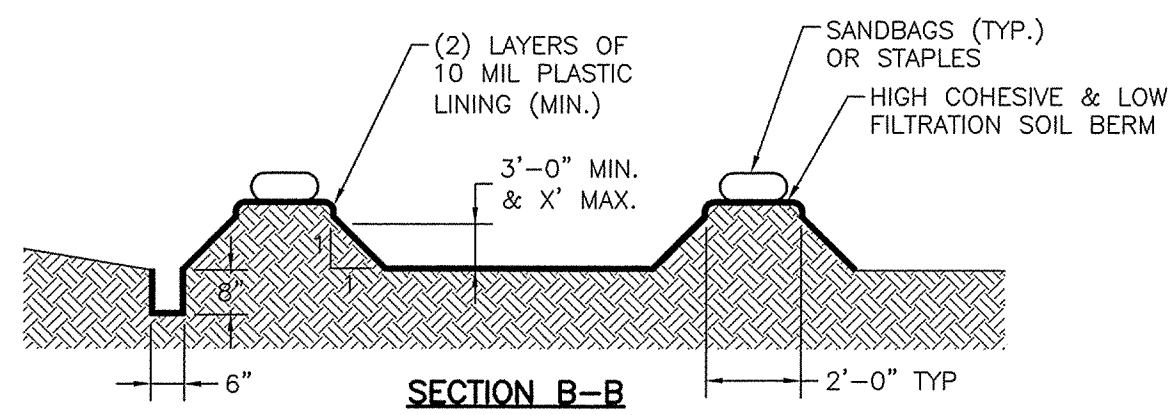
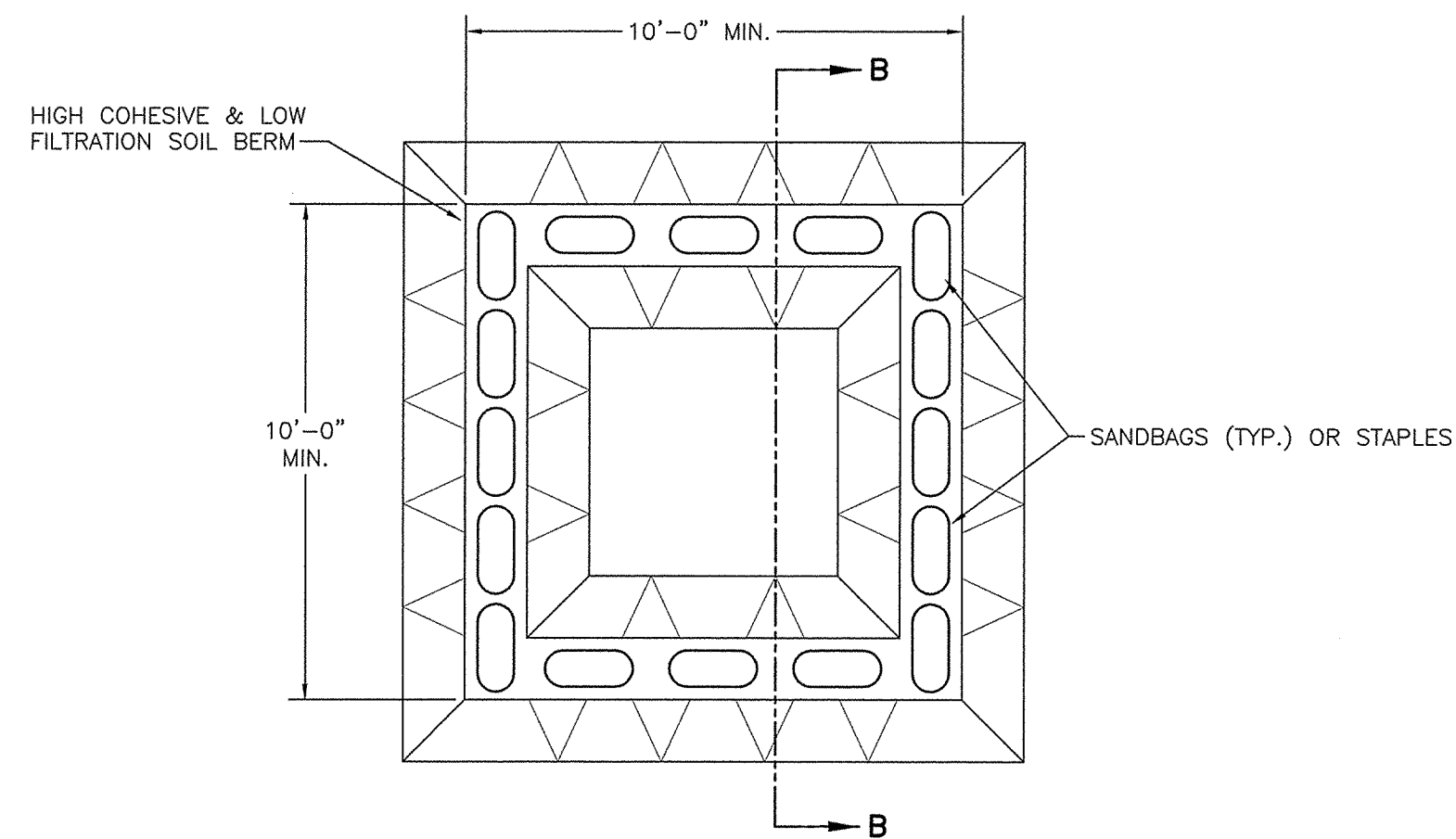
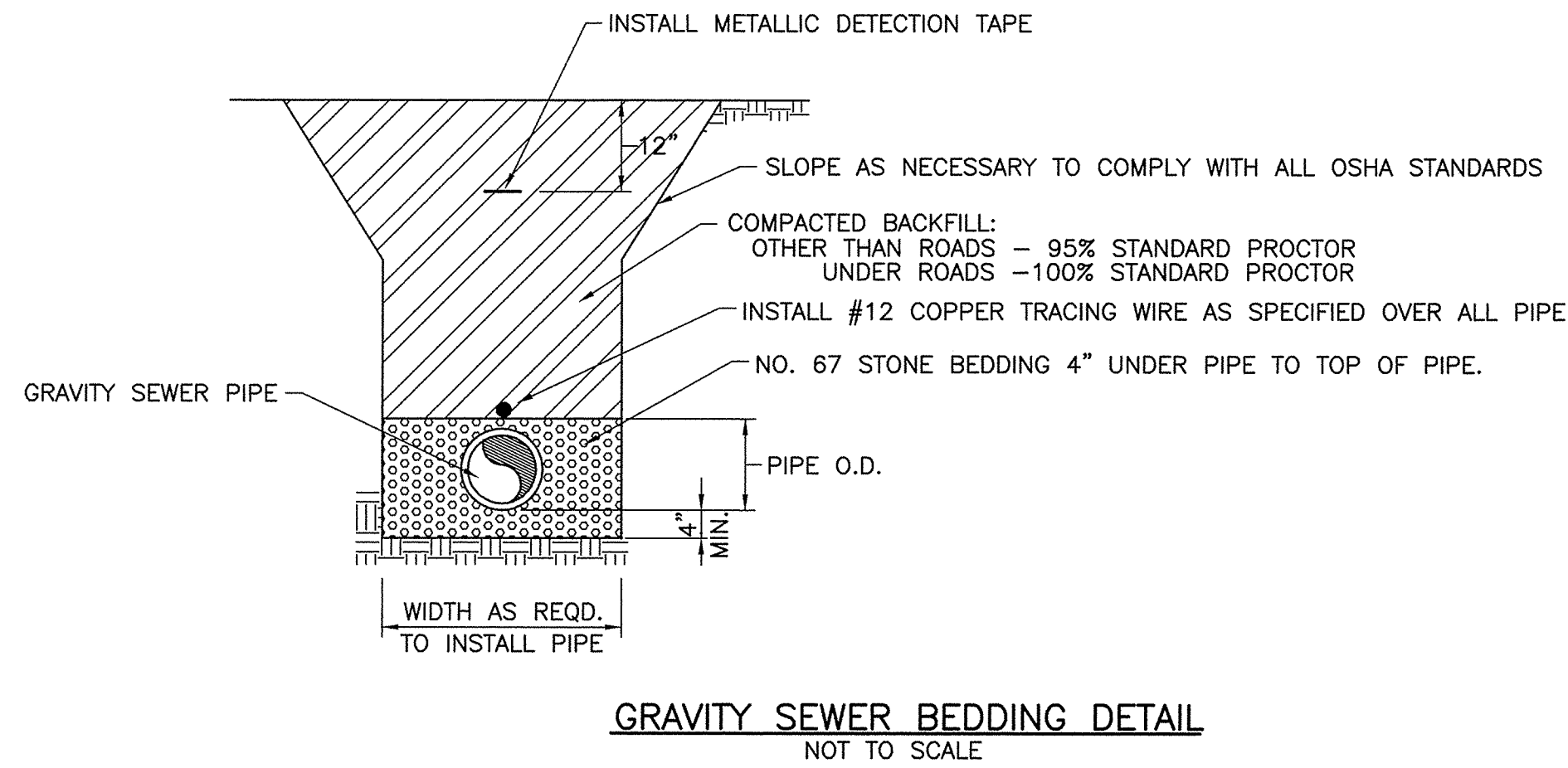
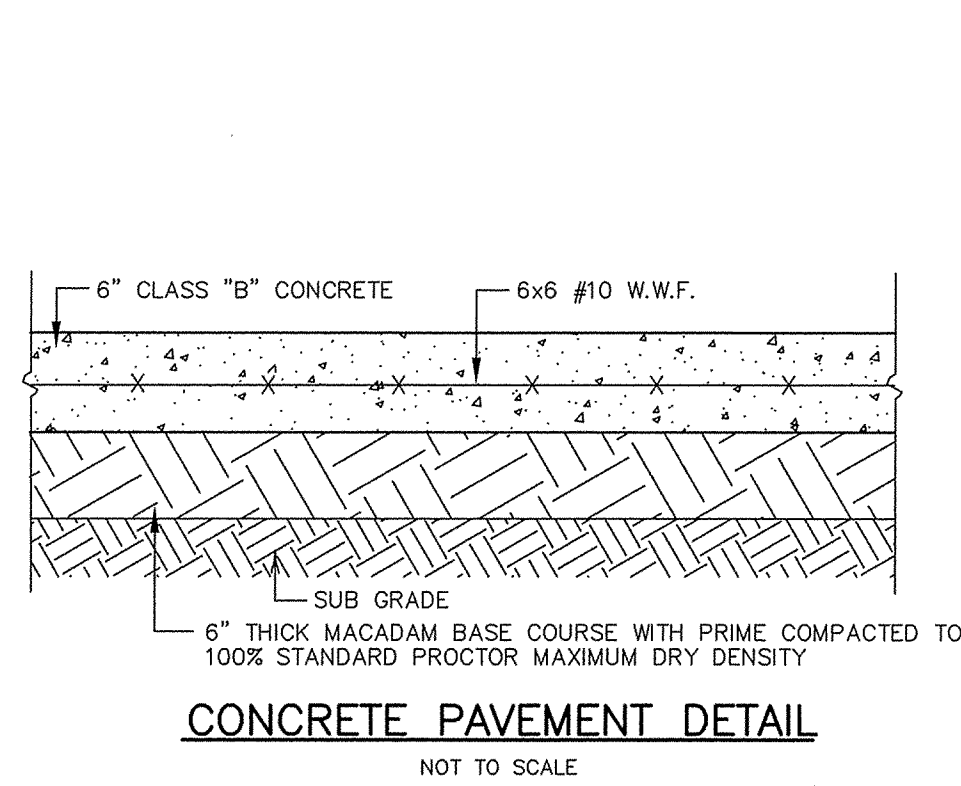
NOT TO SCALE


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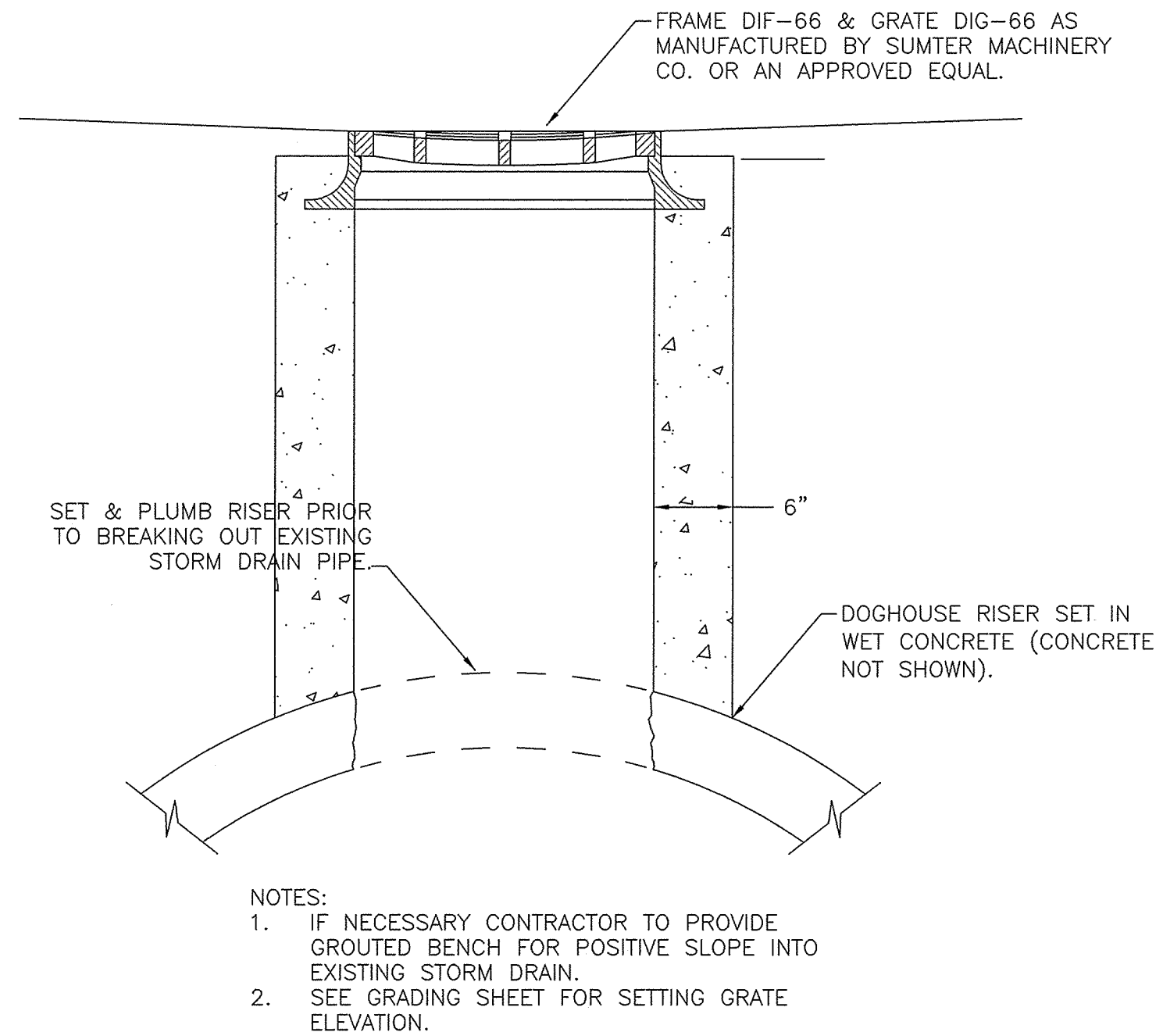
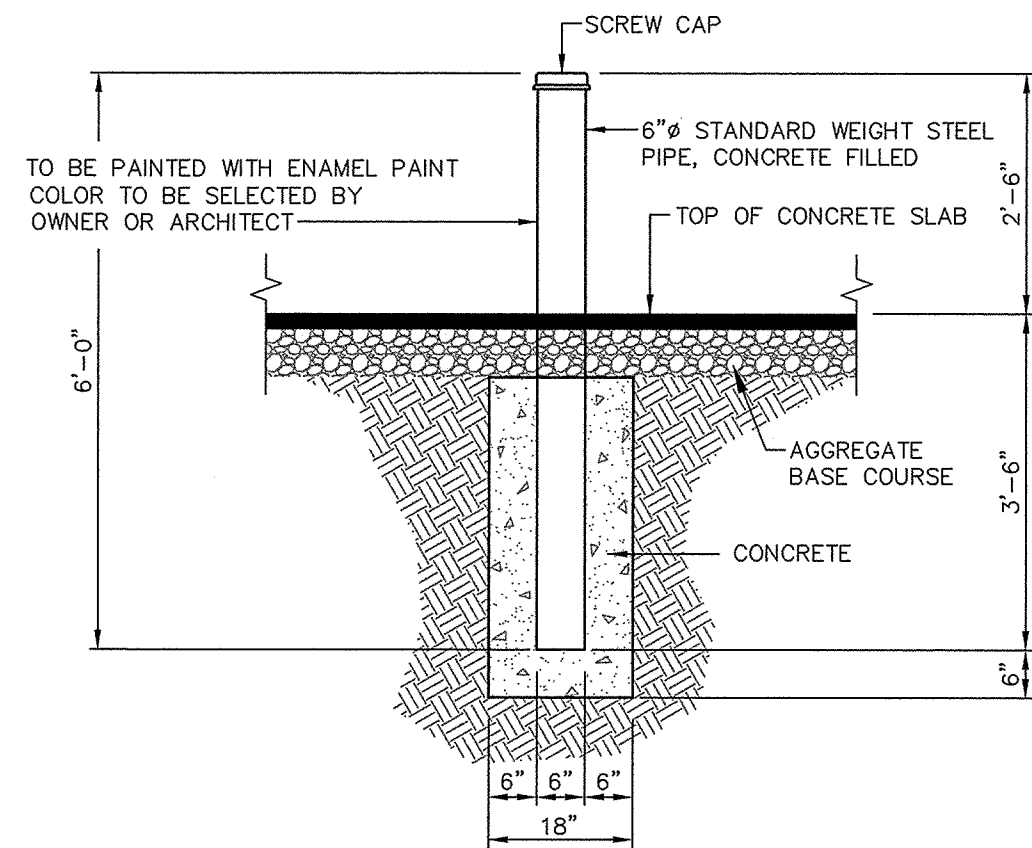
Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Details

Packet Pg. 138

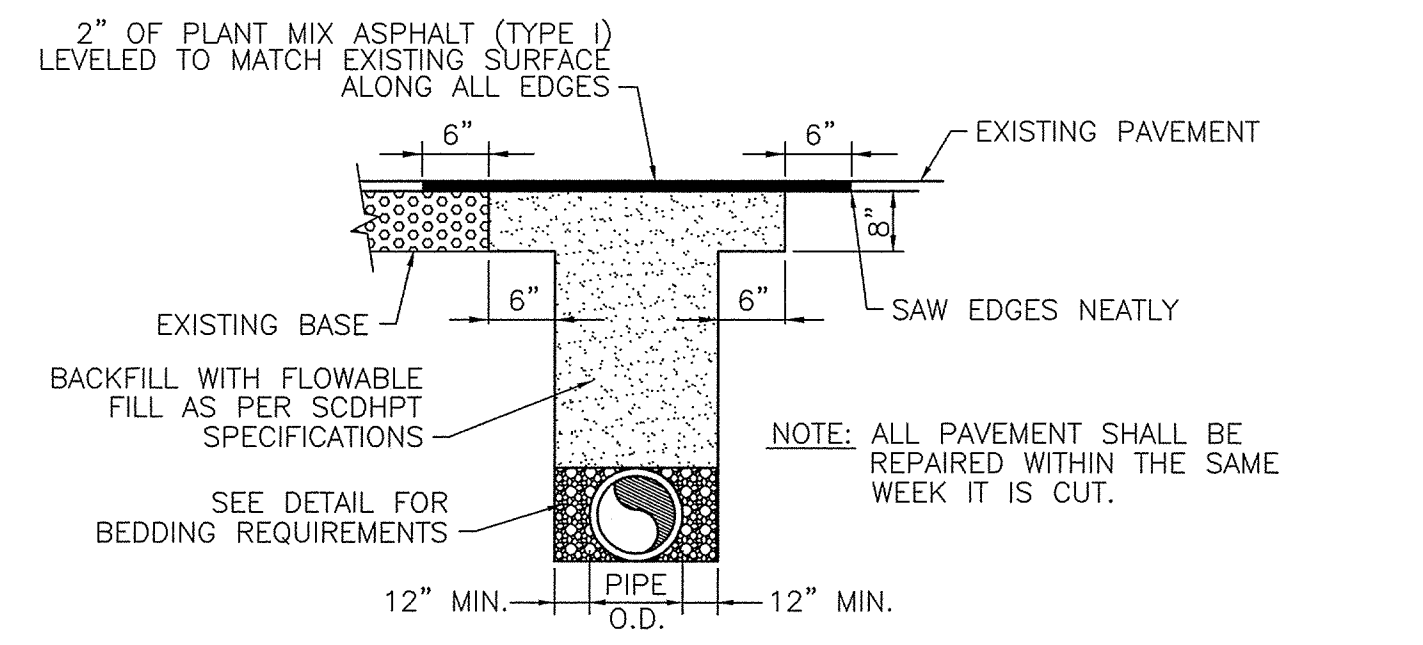


- NOTES:
1. ACTUAL LOCATION DETERMINED IN FIELD.
 2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM 12 INCHES OF FREEBOARD.
 3. THE CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

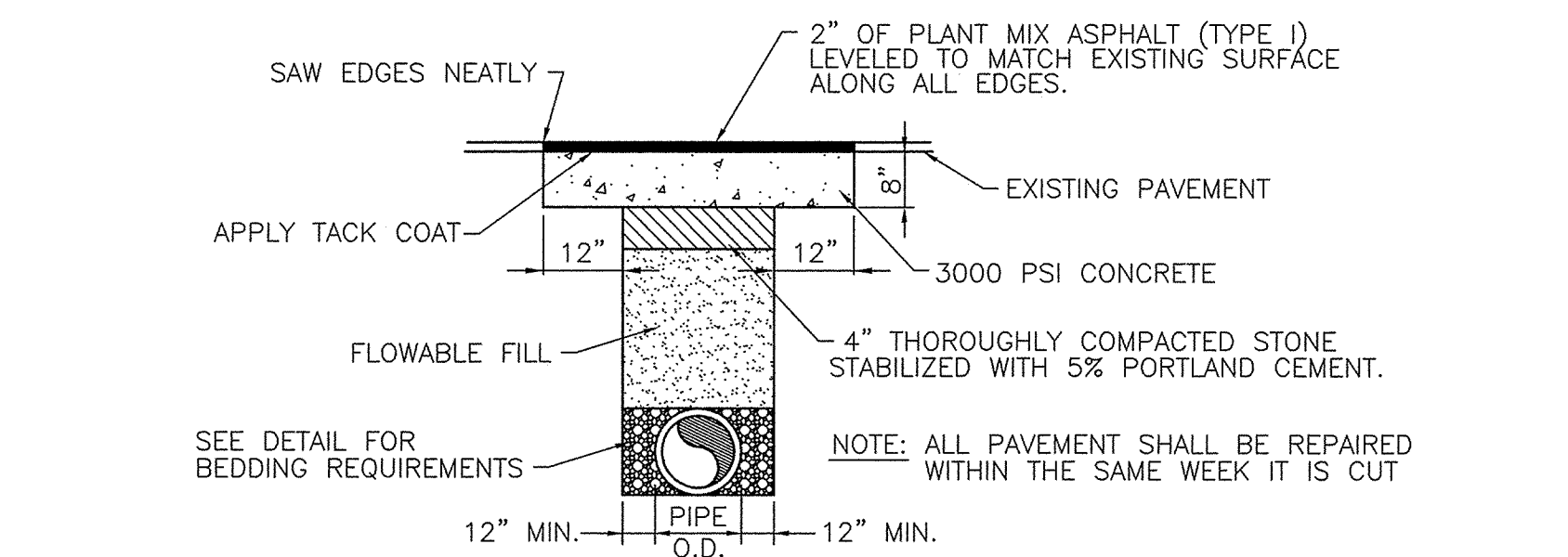
CONCRETE WASHOUT
NOT TO SCALE



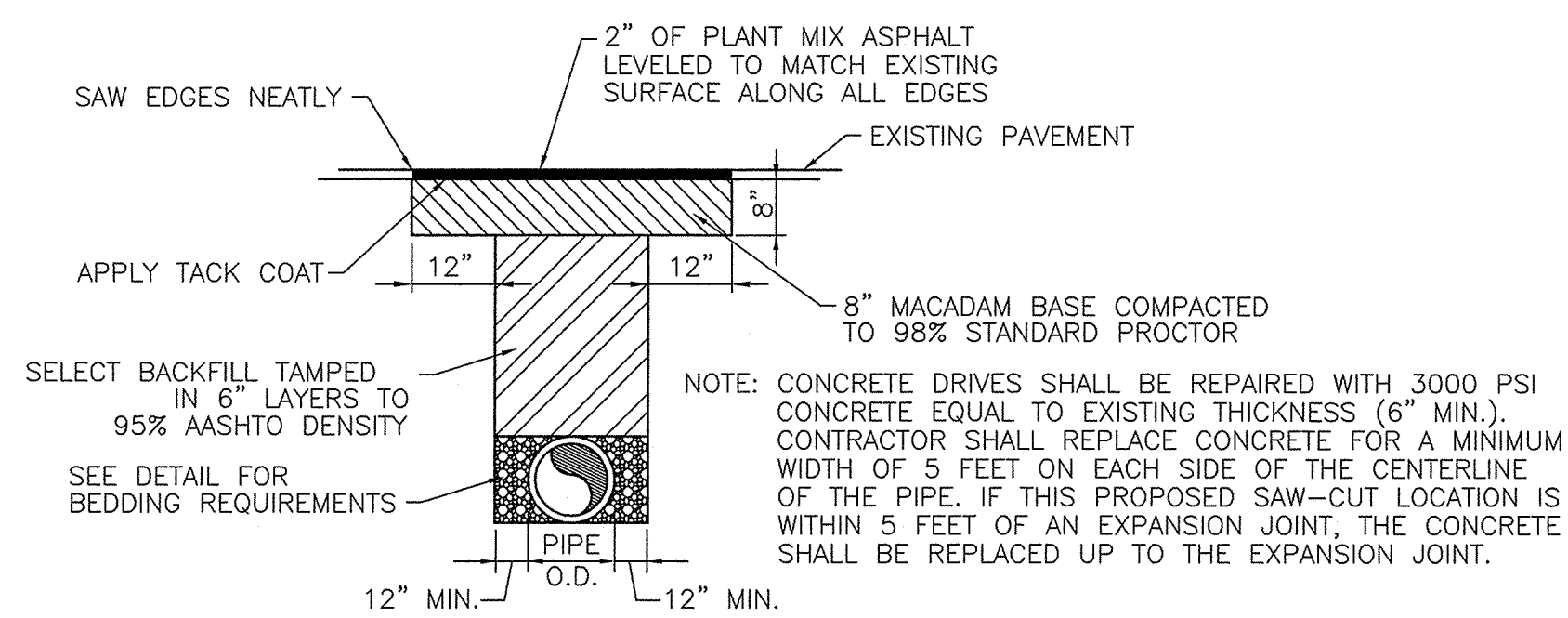
DOGHOUSE (RISER) DETAIL
NOT TO SCALE



STATE HIGHWAYS ONLY

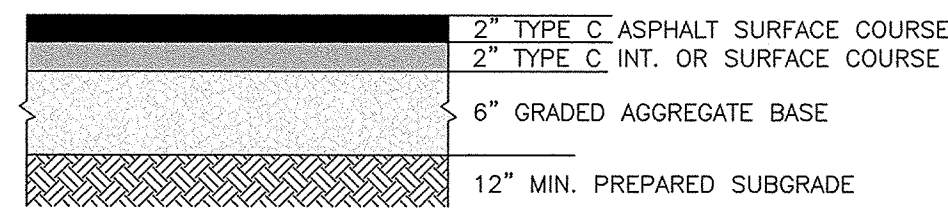


COUNTY ROADS WITH HIGH VOLUME TRAFFIC



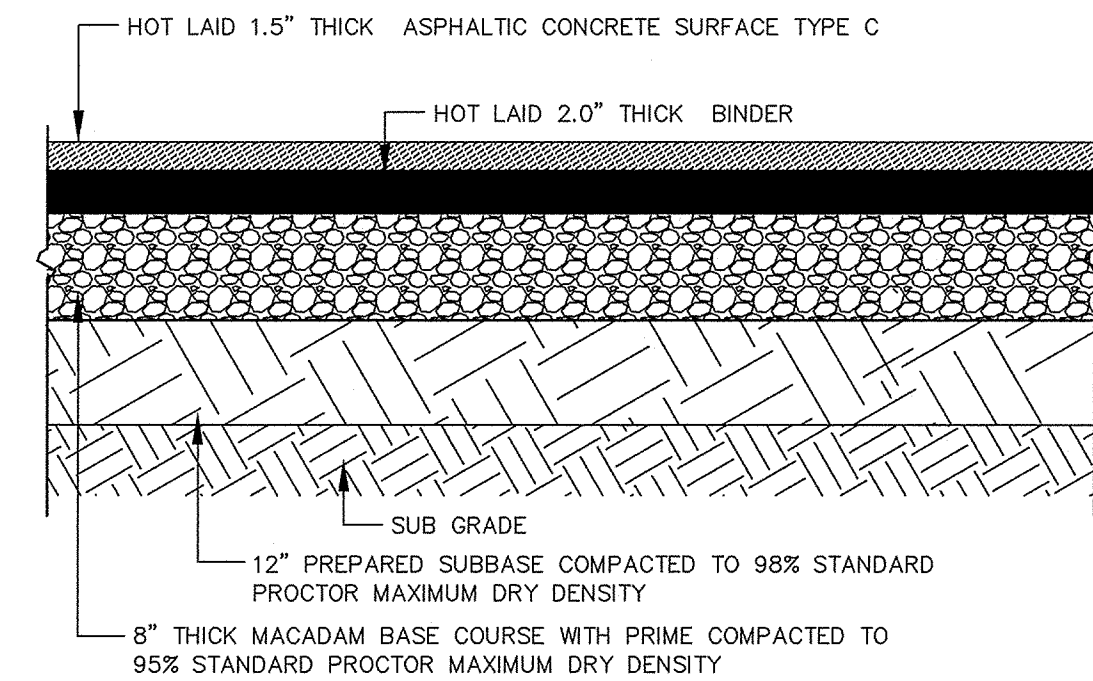
DRIVES AND COUNTY ROADS WITH LOW VOLUME TRAFFIC

DETAILS FOR CUTTING AND REPAIRING PAVEMENT
NOT TO SCALE

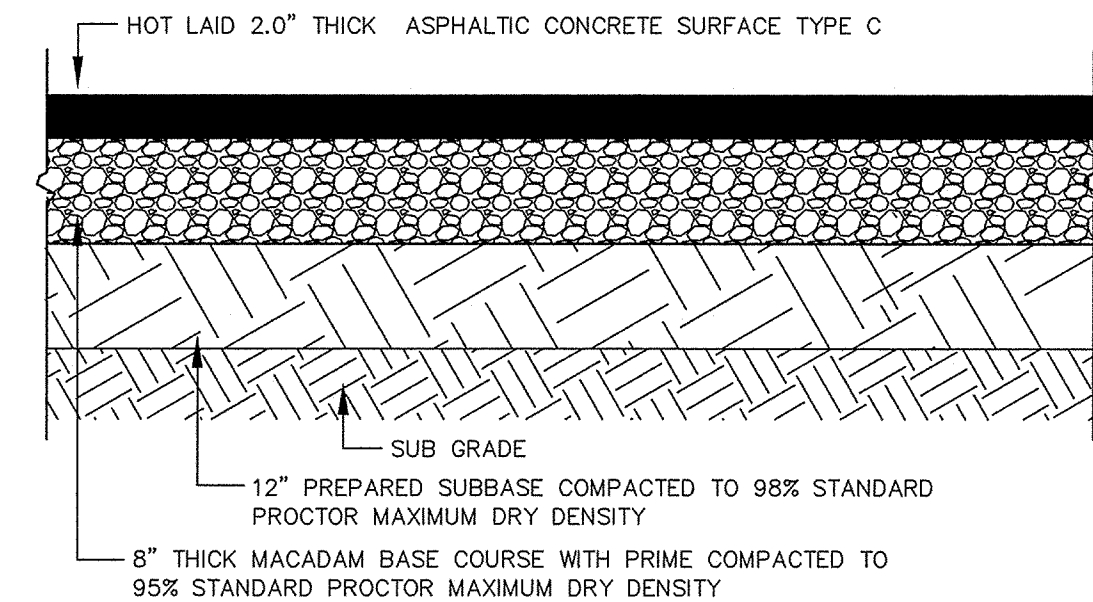


- NOTE:
1. SEE SPECIFICATIONS FOR ROADWAY REQUIREMENTS.

SCDOT ROW PAVING DETAIL
NOT TO SCALE



HEAVY DUTY ASPHALT PAVEMENT DETAIL
NOT TO SCALE

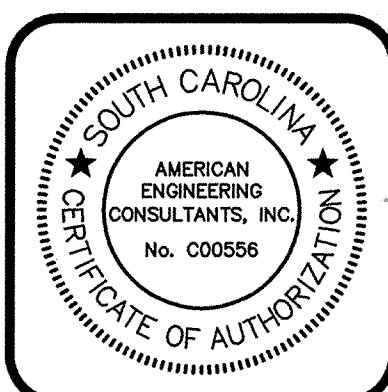


LIGHT DUTY ASPHALT PAVEMENT DETAIL
NOT TO SCALE

3/24/2022 9:50 AM MELKS25 P:\20-019\DWGS\CONSTRUCTION DWGS\DETAILS4-5.DWG

NO	DATE	REVISION	BY
1	03/22/22	GENERAL REVISIONS - PER CITY OF COLUMBIA	TME

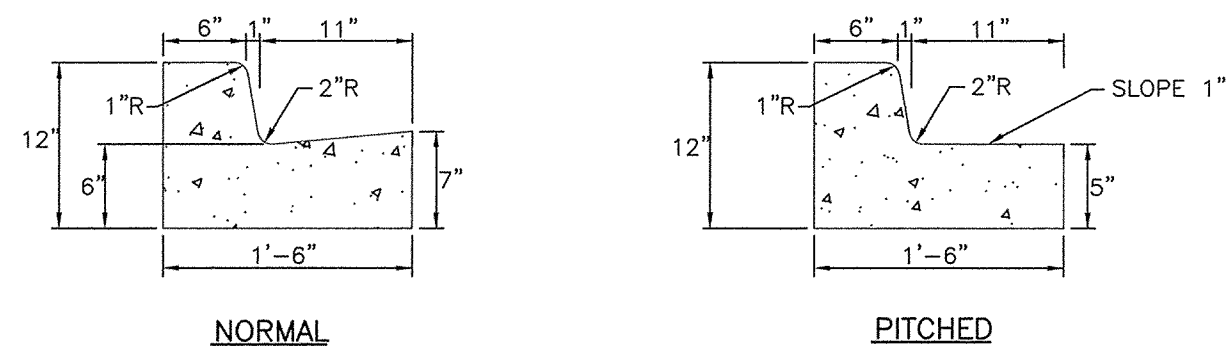
AMERICAN ENGINEERING CONSULTANTS, INC.
1300 12th Street, Suite A • P.O. Box 2299 • Cayce, SC 29171
Phone: (803) 791-1400 • Fax: (803) 791-8110
Internet: www.aec-sc.com • Email: info@aec-sc.com
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DATE	JULY 2021
SCALE	AS SHOWN
DRAWN	MAB
DESIGNED	-
CHECKED	JHP
JOB NO.	20-019
CAD FILE	DETAILS4-5
LAYOUT	DETAILS 4

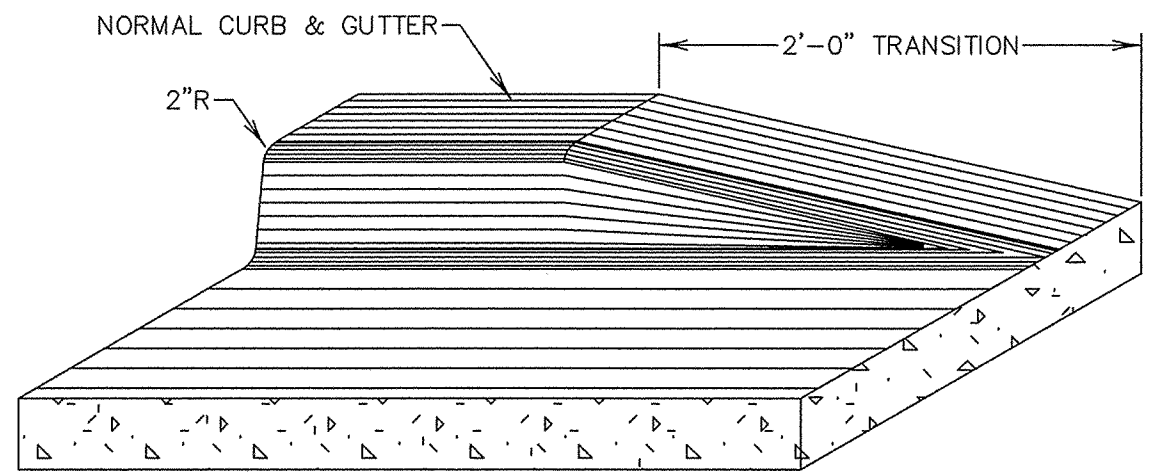
Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Details

DRAWING NO.	D4
OF	15
FILE NO.	

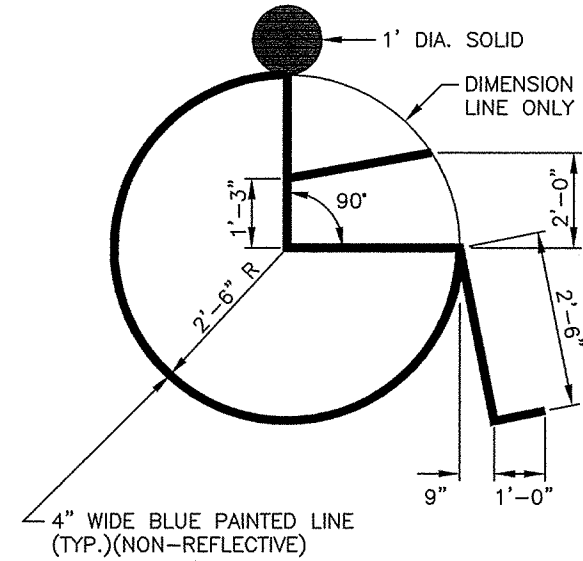


- NOTES:
1. 3000 PSI CONCRETE.
 2. CONTROL JOINTS @ 10' MAX.
 3. EXPANSION JOINTS @ 30' MAX.

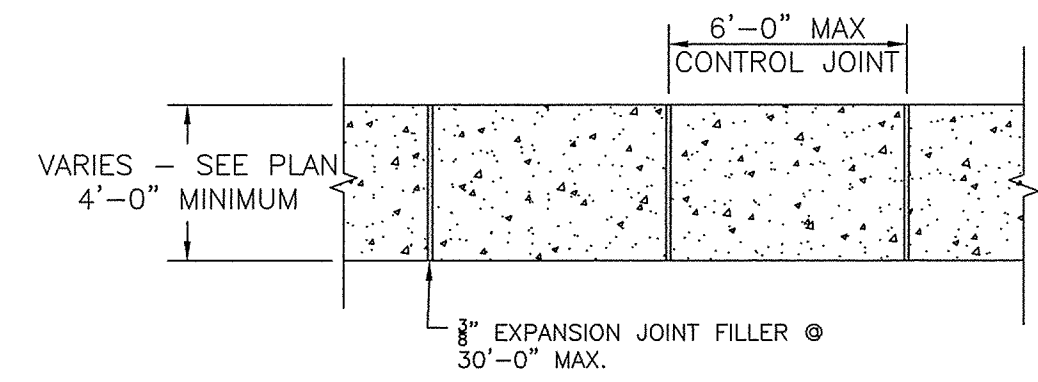
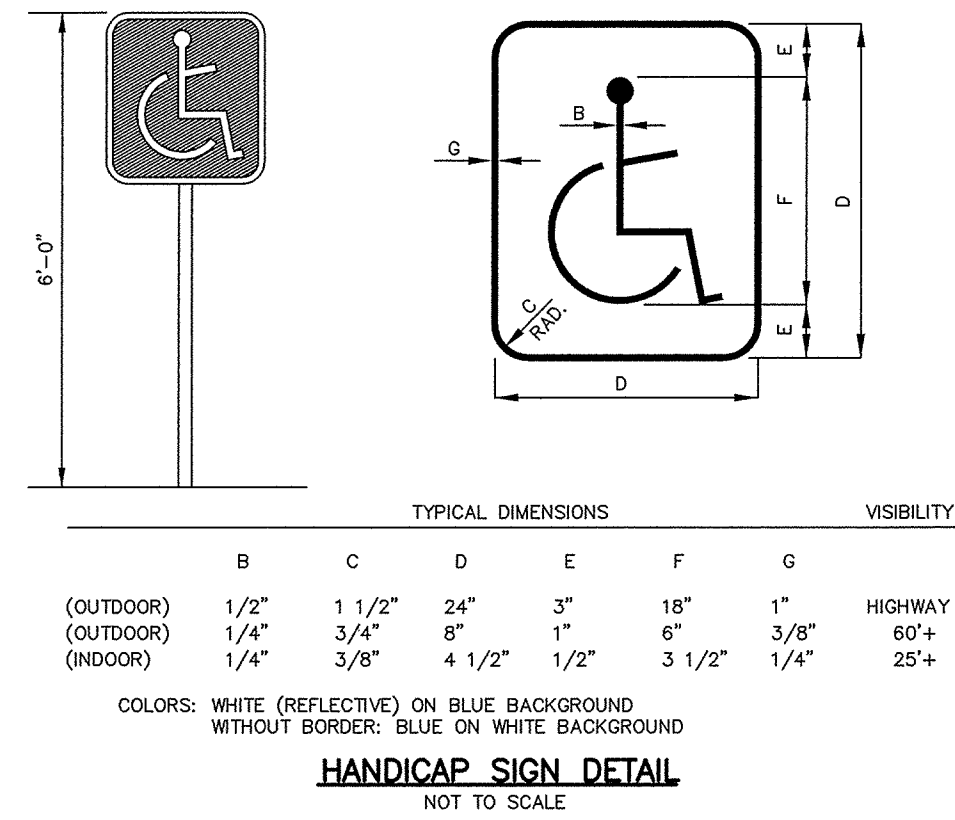
TYPICAL CURB AND GUTTER SECTIONS
NOT TO SCALE



FEATHERING OF CURB AND GUTTER DETAIL
NOT TO SCALE

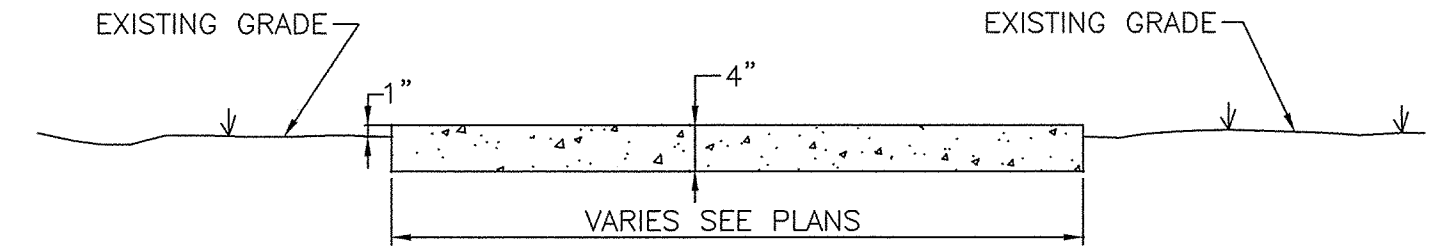


HANDICAP SYMBOL DETAIL
NOT TO SCALE

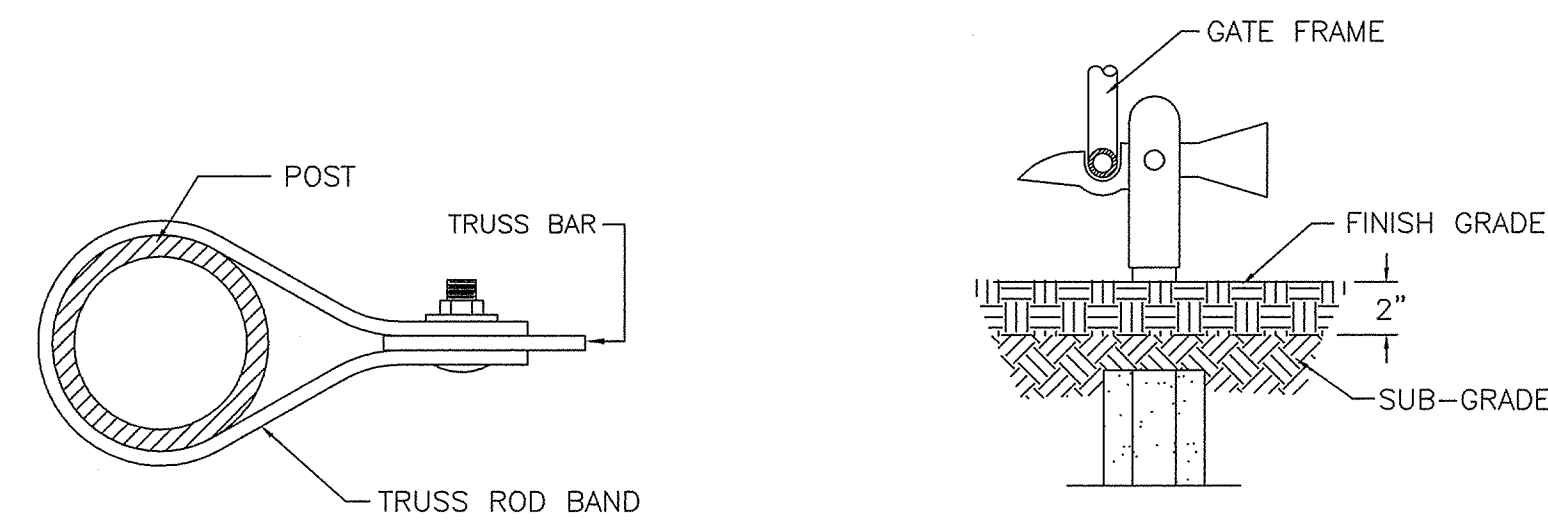


- NOTES:
1. SIDEWALK MINIMUM THICKNESS = 4"
 2. PROVIDE EXPANSION JOINTS @ INTERSECTIONS OF WALKS AND WHERE THE WALK ABUTS OTHER STRUCTURES OR AS NOTED.
 3. CONTROL JOINTS WILL BE SPACED EQUALLY (6'-0" MAXIMUM)
 4. CONTROL JOINTS SHALL BE 1" DEEP.

SIDEWALK EXPANSION DETAIL
NOT TO SCALE



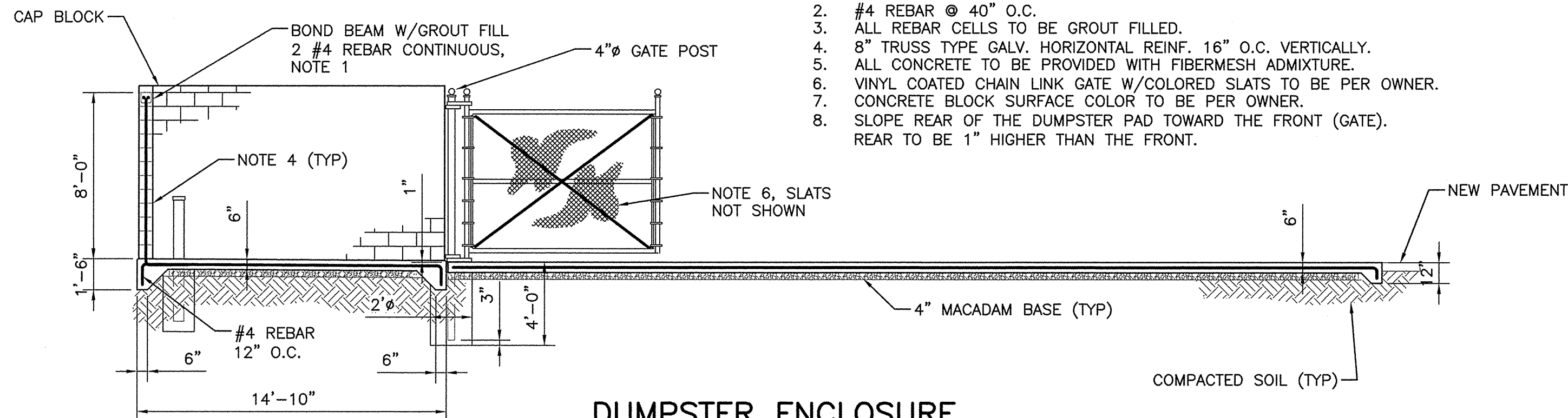
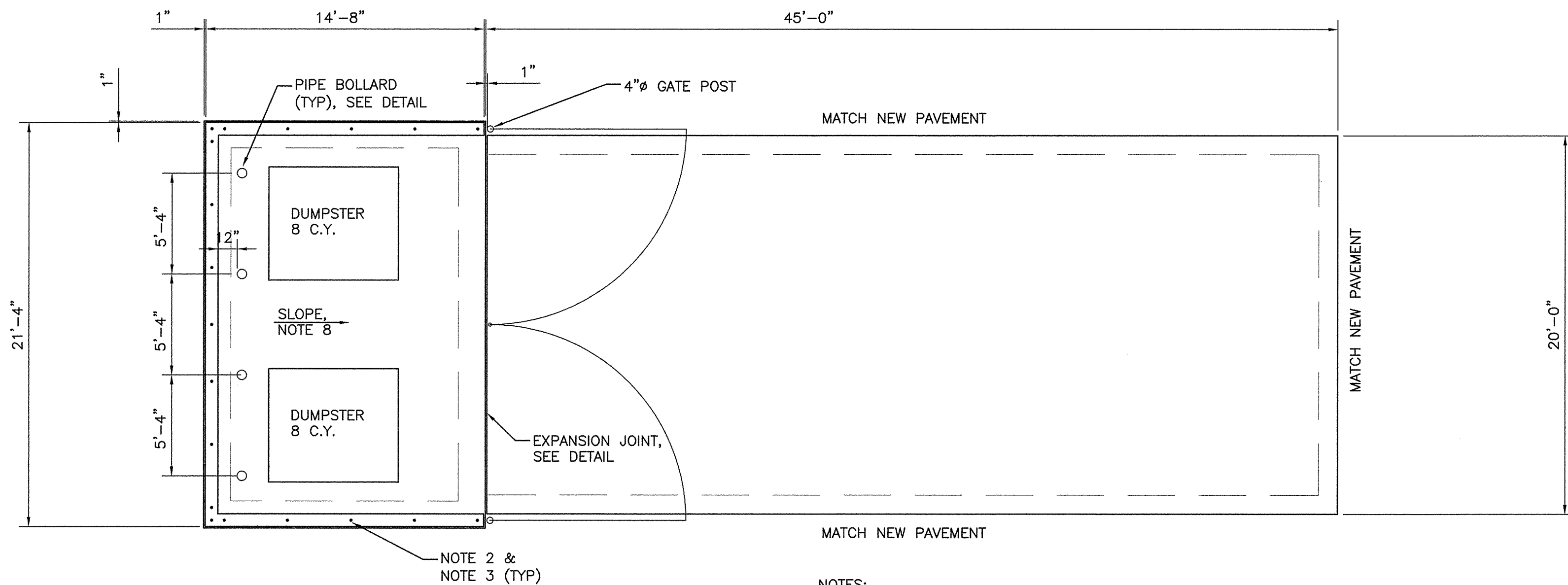
TYPICAL SIDEWALK SECTION
NOT TO SCALE



TYPICAL TRUSS ROD BAND
NOT TO SCALE

TYPICAL GATE KEEPER
NOT TO SCALE

PROVIDE 1 EA. GATE KEEPER PER LEAF AT LOCATION AS DIRECTED BY THE OWNER

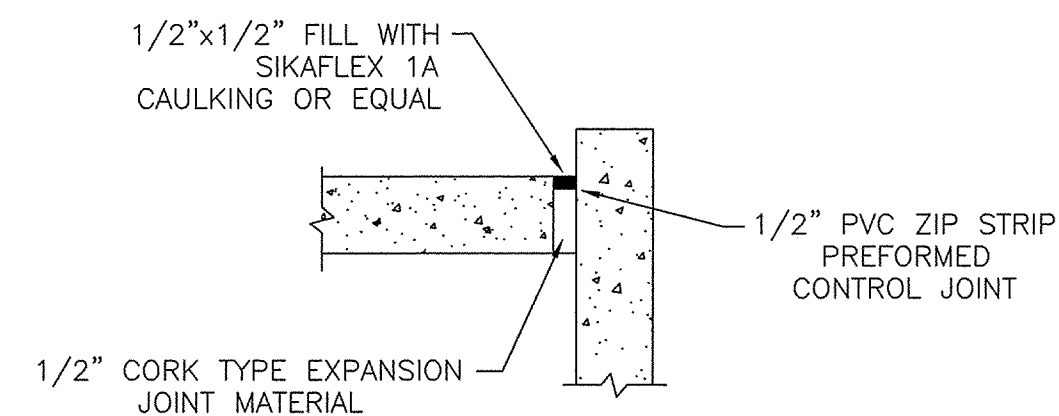


DUMPSTER ENCLOSURE
NOT TO SCALE
(TWO REQUIRED)

- NOTES:
1. BEND BAR INTO BOND BEAM CLASS B LAP - 24" MIN.
 2. #4 REBAR @ 40" O.C.
 3. ALL REBAR CELLS TO BE GROUT FILLED.
 4. 8" TRUSS TYPE GALV. HORIZONTAL REINF. 16" O.C. VERTICALLY.
 5. ALL CONCRETE TO BE PROVIDED WITH FIBERMESH ADMIXTURE.
 6. VINYL COATED CHAIN LINK GATE W/COLORED SLATS TO BE PER OWNER.
 7. CONCRETE BLOCK SURFACE COLOR TO BE PER OWNER.
 8. SLOPE REAR OF THE DUMPSTER PAD TOWARD THE FRONT (GATE). REAR TO BE 1" HIGHER THAN THE FRONT.

TENSION LAP SPLICE LENGTHS FOR GRADE 60 REINFORCING									
BAR SIZE	3,000 psi CONCRETE *				BAR SIZE	4,000 psi CONCRETE *			
	TOP BARS		OTHER BARS			TOP BARS		OTHER BARS	
	A	B	A	B		A	B	A	B
#3	16	21	13	16	#3	14	18	12	16
#4	22	28	17	22	#4	19	24	15	19
#5	27	35	21	27	#5	23	30	18	23
#6	32	42	25	32	#6	28	36	22	28
#7	38	49	29	38	#7	33	42	25	33
#8	45	59	35	45	#8	39	51	30	39
#9	57	74	44	57	#9	50	64	38	50
#10	73	94	56	73	#10	63	82	48	63
#11	89	116	69	89	#11	77	100	59	77

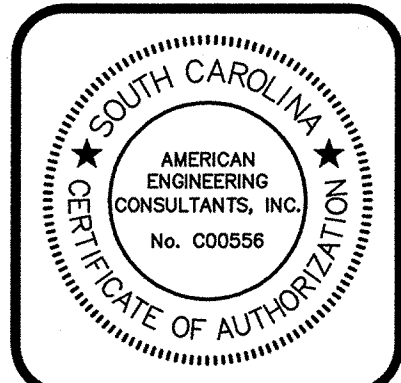
* NORMAL WEIGHT CONCRETE



EXPANSION JOINT DETAIL
NOT TO SCALE

NO	DATE	REVISION	BY
1	03/22/22	GENERAL REVISIONS - PER CITY OF COLUMBIA	TME

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DATE	JULY 2021
SCALE	AS SHOWN
DRAWN	MAB
DESIGNED	---
CHECKED	JHP
JOB NO.	20-019
CAD FILE	DETAILS4-5
LAYOUT	DETAILS 5

Vista Hotel
PREPARED FOR
Solara Investments
Richland County, South Carolina
Details

DRAWING NO.	D5
OF	15
FILE NO.	

ORDINANCE NO.: 2022-035

*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*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2022, 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 is 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 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, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park 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

LEGAL DEPARTMENT DRAFT

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 alcoholic beverages, to include liquor, beer, ale, porter, malt or wine ~~only~~ at the event. Public events held in Riverfront Park shall end by 9:00 p.m. and service of alcoholic beverages, to include liquor, beer and wine ~~only~~ shall end by 8:30 p.m. Public events held in the Keenan House, Finlay Park, 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 alcoholic beverages, to include liquor, beer and wine shall end by 9:30 p.m. Public events held at any other location shall end at the time(s) provided by the authorizing resolution of Columbia City Council; or

- b. At private functions, as specifically authorized by resolution of the Columbia Ceity Council, 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 Riverfront Park shall end by 9:00 p.m. and service of alcoholic beverages, to include liquor, beer and wine ~~only~~ shall end by 8:30 p.m. Private functions held in the Keenan House, Finlay Park, 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 alcoholic beverages, to include liquor, beer and wine shall end by 9:30 p.m. Public events held at any other location shall end at the time(s) provided by the authorizing resolution of Columbia City Council;
- (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.

Requested by:

Assistant City Manager Simons

Approved by:

City Manager

Approved as to form:


City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-049

Granting an encroachment to 1813 Main Street, LLC for the use of the right of way area of the 1800 block of Main Street for the installation and maintenance of landscaping, irrigation, and landscaping support structures adjacent to the building located at 1813 Main Street, Richland County TMS#09082-04-01, 09082-04-29 and 09082-04-30

WHEREAS, 1813 Main Street, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1800 block of Main Street for the installation and maintenance of landscaping, irrigation, and landscaping support structures adjacent to the building located at 1813 Main Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2022, that Grantee is hereby granted the right to use the right of way area of the 1800 block of Main Street adjacent to the building located at 1813 Main Street, Richland County TMS#09082-04-01, 09082-04-29 and 09082-04-30, for the installation and maintenance of landscaping, irrigation, and landscaping support structures 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.

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:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-049**



**1800 BLOCK OF MAIN STREET
ADJACENT TO BUILDING LOCATED AT 1813 MAIN STREET
LANDSCAPING, IRRIGATION AND LANDSCAPING SUPPORT STRUCTURES**

Subject Property:	Right-of-way adjacent to 1813 Main Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping, irrigation and landscaping support structures.
Applicant:	1813 Main Street, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping, irrigation, and landscaping support structures adjacent to the building located at 1813 Main Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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City of Columbia

City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, May 18, 2022

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate
- Highway
- City Maintained

- State Maintained

- Private
- Others
- Columbia City Limits
- OutsideOfCity

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain

- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Red: Band_1
- Green: Band_2
- Blue: Band_3

0 0.01 0.02 0.04
mi

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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Permanent Encroachment Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

		Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.		HC	
A completed and signed Application Form		HC	
Letters of Agency for all applications where the applicant is not the owner of the subject property		n/a	
Pictures or specification sheet of the items to permanently encroach the Right-of-way		HC	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	HC	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	HC	



Permanent Encroachment Application and Checklist

1. Applicant Information

Name Harris Cohn	
Company (if applicable) 1813 Main Street, LLC	
Address (street, city, state, zip) 1556 Main Street, Suite 300 Columbia, SC 29201	
Phone 803-699-1325	Email josh.land@cohnincorporation.com

2. Property Information

Address 1813 Main Street; Columbia, SC 29201	
Tax Map Reference Number(s) R09082-01-04	
Current use office building	Proposed use residential apartments

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment Application and Checklist

4. Project Description

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

New landscape wall and planter.
New tree root zone cells.

For staff use only

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

By: _____



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

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

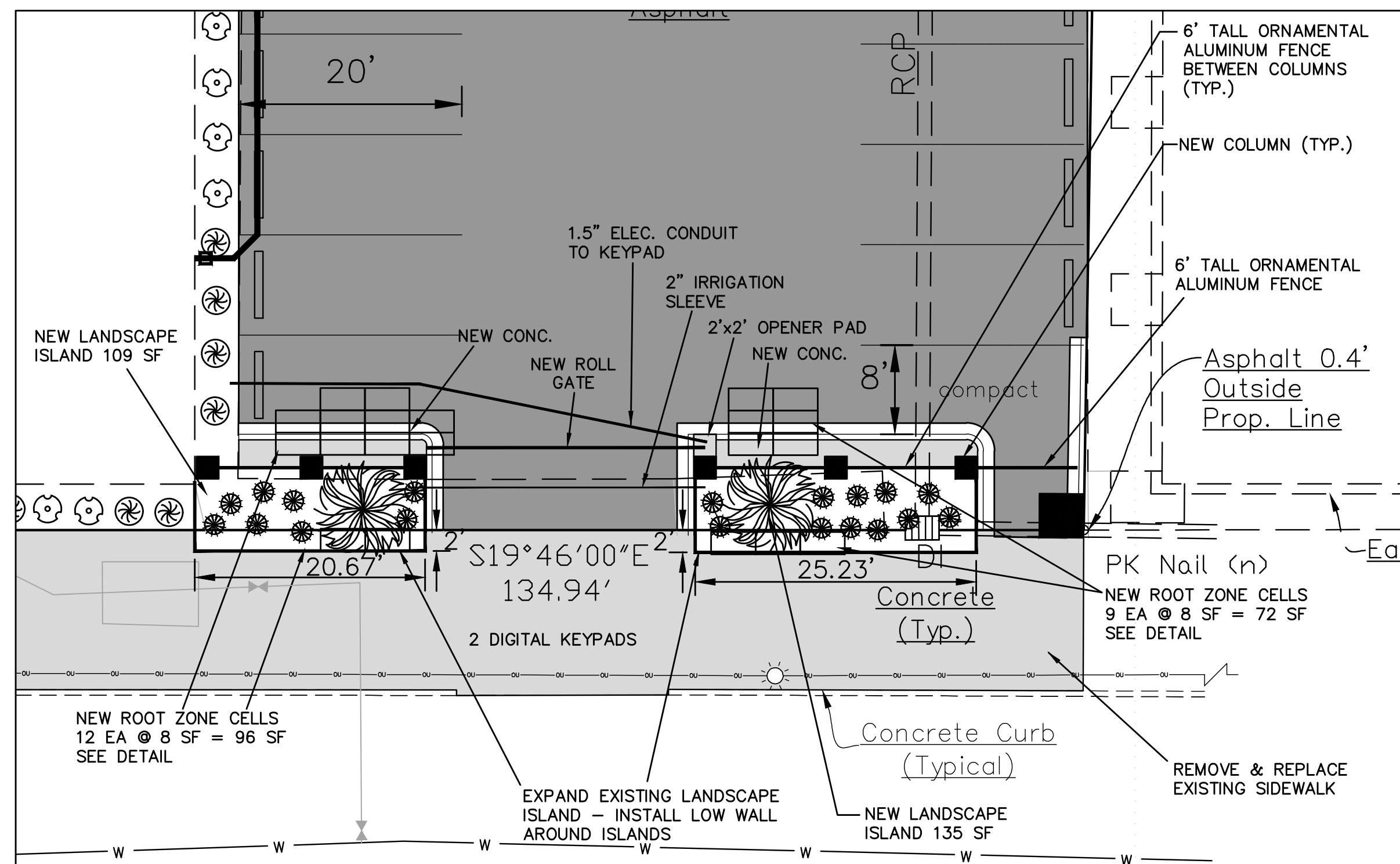
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

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

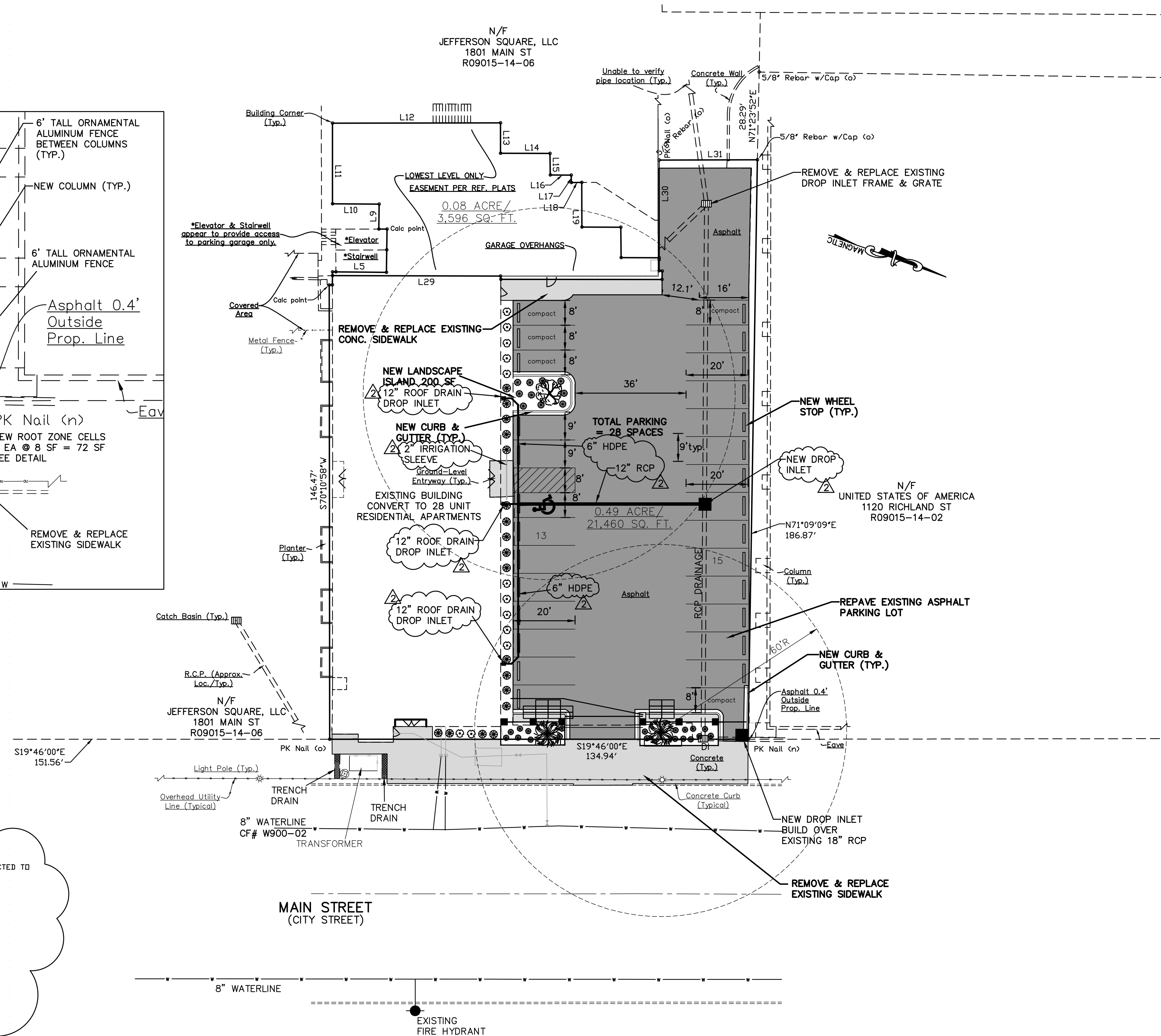
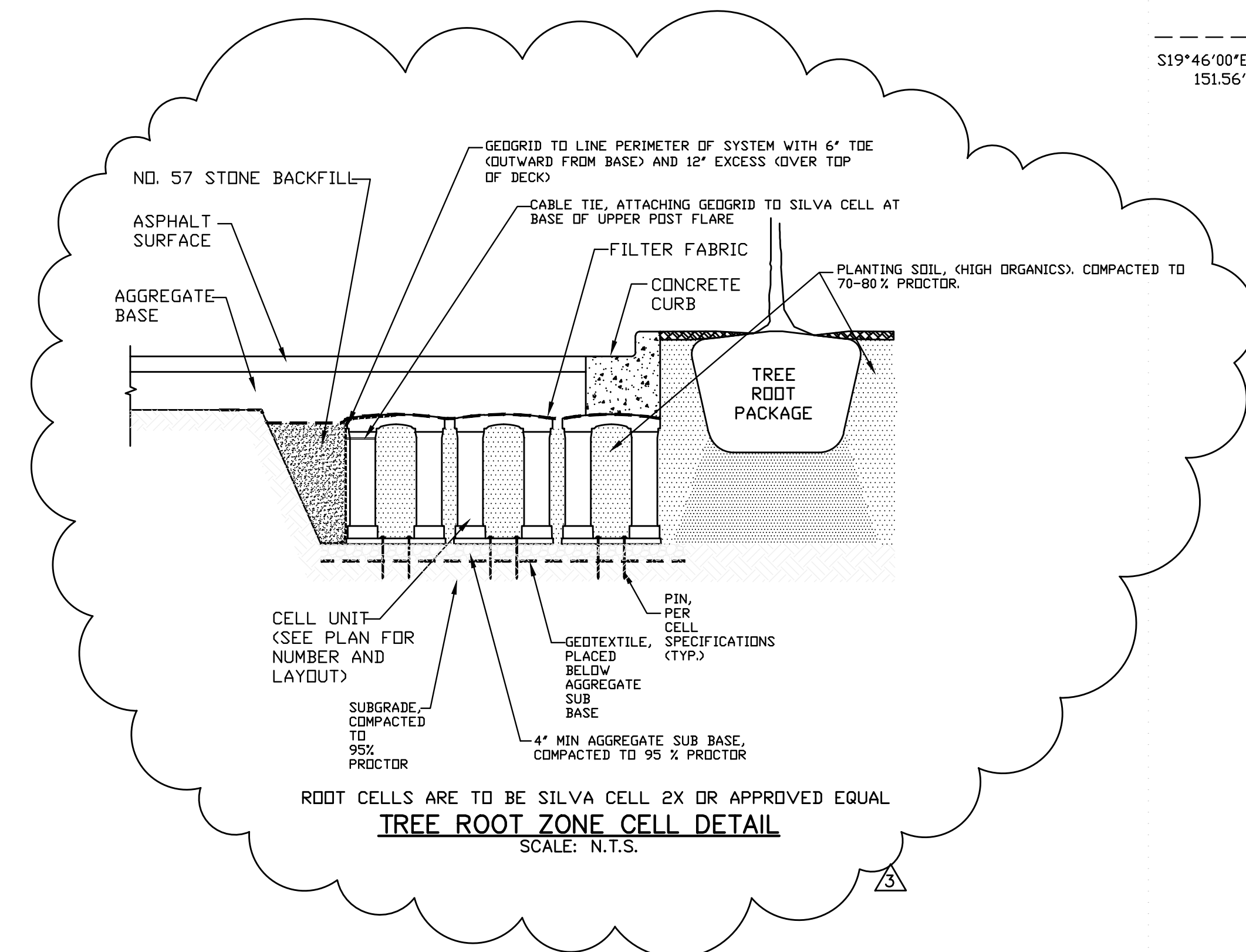
Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name <i>HARRIS CONN</i>	Date <i>4/29/22</i>



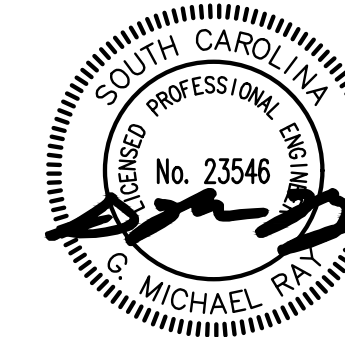
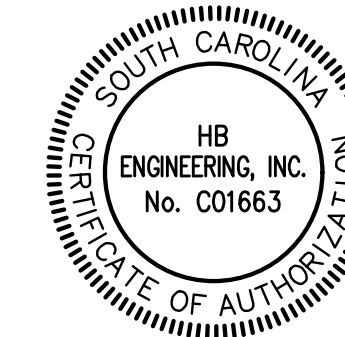
ENTRANCE GATE ENLARGEMENT
SCALE: 1"=10'



PROPOSED TREE AND PLANT SCHEDULE

SYMBOL	NUMBER	SPECIES	HEIGHT	SIZE	SPACING	DFS
	1 EA.	LAUREL OAK	10'	2" CAL. 10" MIN. HGT.	AS SHOWN	1
	2 EA.	WILLOW OAK	10'	2" CAL. 10" MIN. HGT.	AS SHOWN	2
	12 EA.	DWARF YAUPON HOLLY	18"	3 GAL. MIN.	3' O.C.	N/A
	29 EA.	DWARF BURFORD HOLLY	18"	3 GAL. MIN.	3' O.C.	N/A
	19 EA.	LOROPETALUM	18"	3 GAL. MIN.	3' O.C.	N/A

OWNER:	1813 MAIN ST. LLC 1556 MAIN STREET, SUITE 300 COLUMBIA, SC 29201 CONTACT: HARRIS COHN 803-699-1325 email: josh.land@cohnconstructionllc.com
TMS:	R09082-01-01, -02, -03
ADDRESS:	1813 MAIN STREET
TOTAL AREA:	0.57 AC.
DISTURBED AREA:	0.36 AC.



720 OLD CHEROKEE ROAD
LEXINGTON, SOUTH CAROLINA 29072
803-957-7027 FAX 877-728-0808

1813 MAIN STREET
APARTMENTS
CITY OF COLUMBIA
SOUTH CAROLINA

[illegible]

Sheet Title:

SITE & LANDSCAPE PLAN

Drown by:

Designed by:

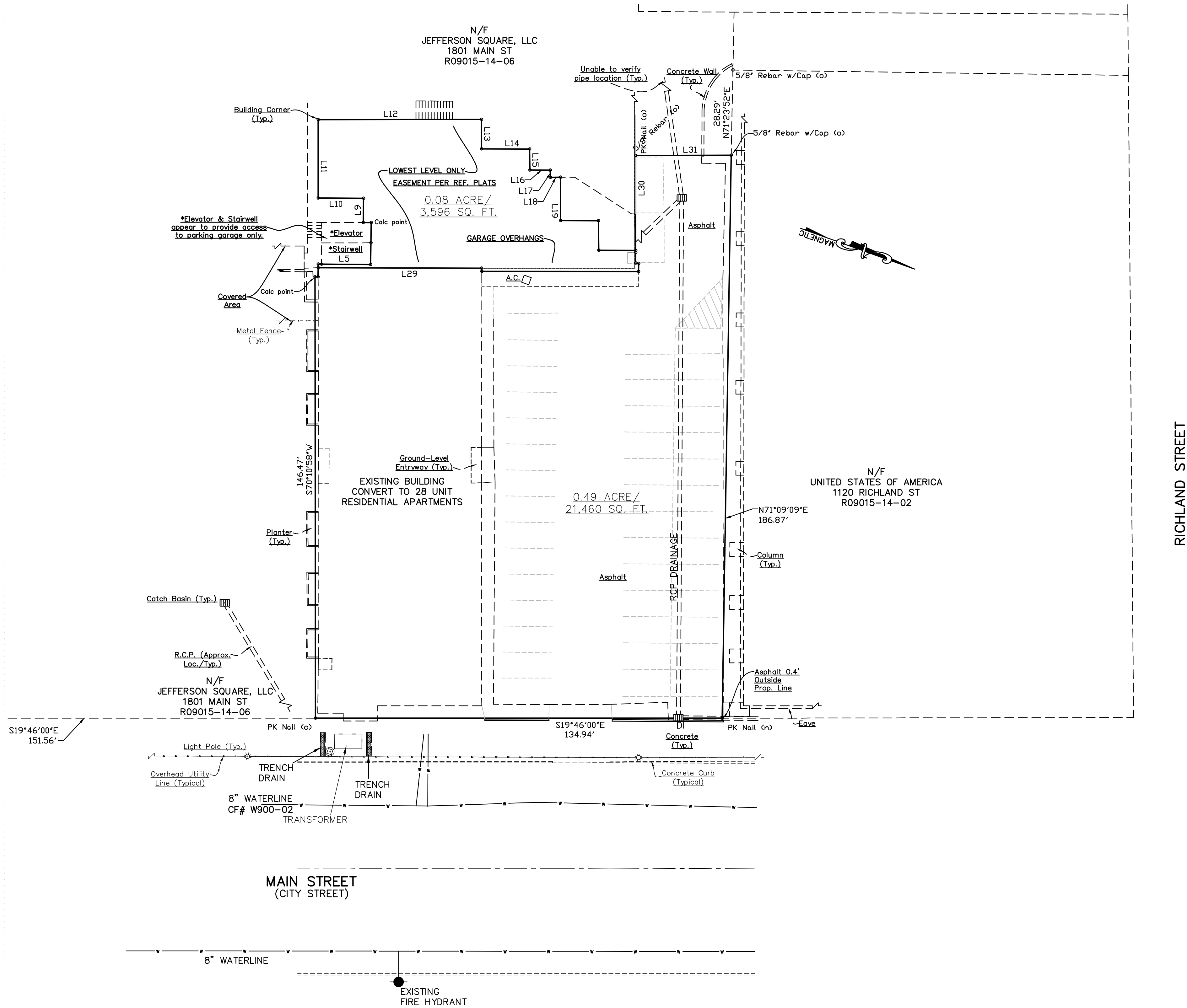
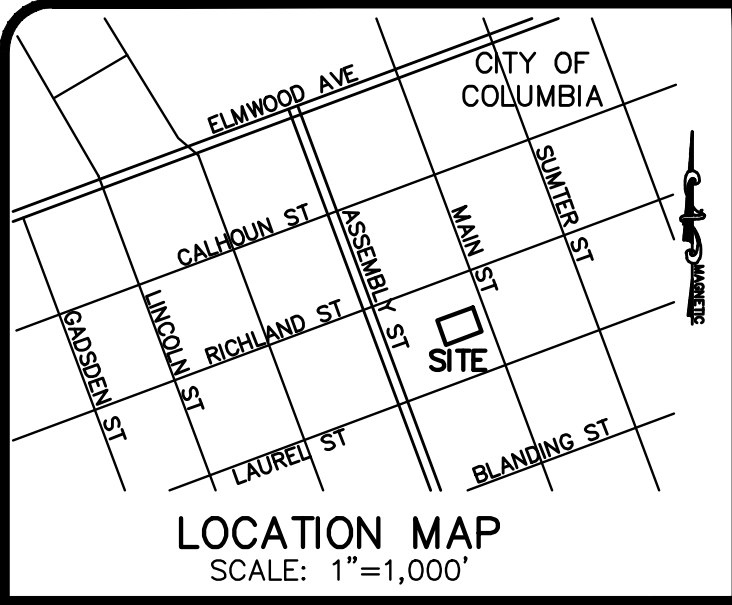
Checked by:

Scale: _____

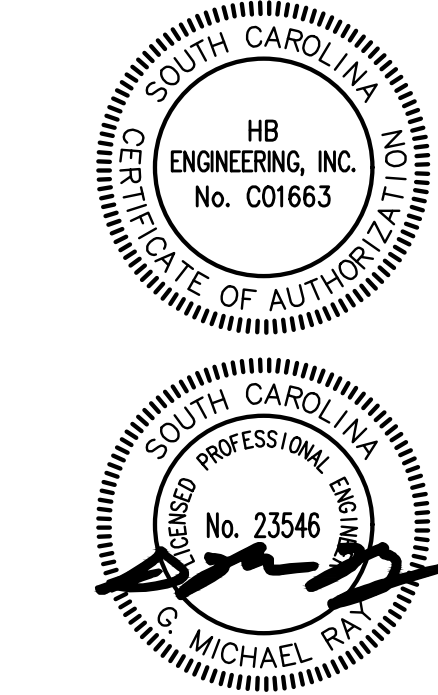
Project No.

Date: 6/28

07/29



OWNER: 1813 MAIN ST, LLC
1556 MAIN STREET, SUITE 300
COLUMBIA, SC 29201
CONTACT: HARRIS COHN
803-699-1325
email: josh.land@cohnconstructionllc.com
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HB Engineering
SITE DEVELOPMENT CONSULTANTS
720 OLD CHEROKEE ROAD
LEXINGTON, SOUTH CAROLINA 29072
803-957-7027 FAX 877-728-0808

1813 MAIN STREET
APARTMENTS
CITY OF COLUMBIA
SOUTH CAROLINA

No.	Date	Revision

Sheet Title:	
EXISTING CONDITIONS PLAN	
Drawn by:	MR.
Designed by:	MR.
Checked by:	MR.
Scale:	1"=20'
Project No.	21134
Date:	4/28/2022
Sheet	2
Drawing No.	

ORDINANCE NO.: 2022-054

Authorizing the City Manager to execute an Amendment to the Deed between the City of Columbia ("Grantor") and T.E.O., LLC ("Grantee") for the sale of 9.9 acres being known as Parcel C, located on the N/S Farrow Road, Richland County TMS #11612-04-01

WHEREAS, Grantor sold certain Real Property (the "Premises") identified in that Limited Warranty and Indenture Deed from Grantor to Grantee, dated December 29, 2020 and recorded December 30, 2020, in the Office of the Register of Deeds for Richland County, in Record Book 2560, Page 3385 (the "Deed"); and,

WHEREAS, that Deed contained a clause requiring Grantee to commence the construction of affordable housing units within two years of the date of recording of the Deed ("Right of Reverter Period"); and,

WHEREAS, COVID-19 caused delays in the construction industry during this period of time resulting in Grantor's failure to commence construction as planned, therefore, Grantor and Grantee have decided to extend the Right of Reverter Period and now wish to memorialize the extension.

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is authorized to execute the attached Amendment to Deed or on a form approved by the City Attorney, between the City of Columbia and T.E.O., LLC for the sale of 9.9 acres being known as Parcel C, located on the N/S Farrow Road, Richland County TMS# 11612-04-01.

LEGAL DEPARTMENT DRAFT

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

Cross-Index with Record Book 2560, Page 3385

STATE OF SOUTH CAROLINA	)	
	)	AMENDMENT TO DEED
COUNTY OF RICHLAND	)	

THIS AMENDMENT TO DEED ("Amendment"), is made effective as of the _____ day of _____, 2022, by and among **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a municipal corporation ("**Grantor**"), and **T.E.O., LLC**, a South Carolina limited liability company ("**Grantee**").

RECITALS

WHEREAS, Grantor sold certain Real Property (the "**Premises**") identified in that Limited Warranty and Indenture Deed from Grantor to Grantee, dated December 29, 2020, and recorded December 30, 2020, in the Office of the Register of Deeds in Richland County, in Record Book 2560, Page 3385 (the "**Deed**"); and

WHEREAS, the Deed contained a clause requiring Grantee to commence the construction of such affordable housing units within two years of the date of recording of the Deed ("**Right of Reverter Period**"); and

WHEREAS, Grantor and Grantee have decided to extend the Right of Reverter Period and now wish to memorialize the extension.

AGREEMENT

NOW, THEREFORE, in consideration of **FIVE AND NO/HUNDREDTHS DOLLARS (\$5.00)**, and other good and valuable consideration, the Grantor and Grantee agree and covenant as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein by reference.
2. **Right of Reverter Period Extension.** Grantor and Grantee have agreed to extend the Right of Reverter Period through December 30, 2024.
3. **Terms and Conditions.** All remaining terms and conditions of the Deed shall be unchanged, except as modified by this Amendment.

IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed as of the _____ day of _____, 2022.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

GRANTOR:

**THE CITY OF COLUMBIA, SOUTH
CAROLINA,**
a municipal corporation

First Witness

By: _____

Name: _____

Its: _____

Second Witness / Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this _____ day of _____, **2022**, before me personally came the within-named Grantor, **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a municipal corporation, by _____, its _____ who acknowledged to me that he/she executed the foregoing instrument; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

_____(SEAL)

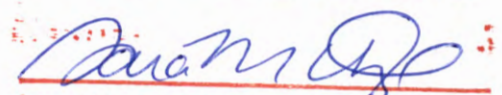
Name: _____

Notary Public for the State of South Carolina

My Commission Expires: _____

[AFFIX NOTARY SEAL OR STAMP BELOW]

APPROVED AS TO FORM


Legal Department City of Columbia, SC

IN WITNESS WHEREOF, Grantee has caused this Amendment to be executed as of the ____ day of _____, 2022.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

GRANTEE:

T.E.O., LLC,
a South Carolina limited liability company

First Witness

By: _____

Name: _____

Its: _____

Second Witness / Notary Public

STATE OF _____)

)

COUNTY OF _____)

ACKNOWLEDGMENT

On this ____ day of _____, **2022**, before me personally came the within-named Grantee, **T.E.O., LLC**, a South Carolina limited liability company, by _____, its _____ who acknowledged to me that he/she executed the foregoing instrument; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

_____(SEAL)

Name: _____

Notary Public for the State of _____

My Commission Expires: _____

[AFFIX NOTARY SEAL OR STAMP BELOW]

ORDINANCE NO.: 2022-058

Authorizing the City Manager to execute a Quit Claim Deed (With Reservation of Easement) from the City of Columbia to Chitwood Development, LLC for an approximately 0.277 acre undedicated parcel adjacent to Richland County TMS #08816-02-20, TMS #11204-01-05 and TMS #11204-01-04

WHEREAS, Chitwood Development, LLC has made a request of the City of Columbia for the acquisition of an approximately 0.277 acre parcel of City property; and,

WHEREAS, Chitwood Development, LLC has requested this quitclaim in order to clear title to this 0.277 acre parcel so that Chitwood Development, LLC can then convey this 0.277 acre parcel along with other property that it owns to Ballpark, LLC (or its assignee) for offsite improvements necessary in connection with the acquisition by Ballpark, LLC (or its assignee) of the Capital City Stadium property; and,

WHEREAS, the City has requested a reservation of easement and to the area of existing utility lines for the purpose of maintaining and improving those utility lines; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, for and in consideration of the sum of One (\$5.00) Dollar, each to the other paid, the receipt of which are hereby acknowledged, the City Manager is hereby authorized to execute the attached Quit-Claim Deed (With Reservation of Easement) and any closing documents necessary to effect the conveyance of approximately 0.277 acres on behalf of the City of Columbia to **CHITWOOD DEVELOPMENT, LLC**, its heirs, successors and assigns.

Requested by:

ACM Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Prepared by:
Adams and Reese LLP
PO Box 2285
Columbia, SC 29202

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

**QUIT CLAIM DEED
(WITH RESERVATION OF EASEMENT)**

KNOW ALL MEN BY THESE PRESENTS that The City of Columbia ("Grantor"), for and in consideration of the sum of Five and 00/100 (\$5.00) Dollars, in hand paid at and before the sealing of these presents, by Chitwood Development, LLC ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, subject to the reservations, easements and limitations set forth below, has granted, bargained, sold and released; and by these presents does grant, bargain, sell and release unto the said Grantee, in fee simple, together with every contingent remainder and right of reversion, all its right, title and interest, in the following described property to wit:

All that certain piece, parcel or lot of land, with improvements thereon, situate in the State of South Carolina, County of Richland, designated "Undedicated Parcel" containing 0.277 Acres, more or less, on the Boundary Survey prepared for Chitwood Development, LLC, by Survey Matters, LLC, Nicholas L. Mansfield, PLS, dated July 31, 2015 and recorded in the Office of the Register of Deeds for Richland County on May 6, 2020, in Plat Book 2487 at page 45.

The property described has not been assigned a tax map parcel number by Richland County, but it is adjacent to tax map parcel numbers R08816-02-20, R11204-01-05, and R11204-01-04. The Grantor conveyed title to the real property designated as tax map parcel number R08816-02-20 by deed dated September 14, 2007 and recorded September 28, 2007 in Record Book 1362 at page 613.

Being a portion of the same property conveyed to The City of Columbia by Quit Claim Deed of CSX Transportation, Inc. dated May 20, 1991, and recorded in the Office of the Register of Deeds for Richland County on February 24, 1992 in Record Book 1073 at page 217.

Grantee's Address: 131 Casco Bay Rd., Irmo, SC 29063

RESERVATION OF EASEMENTS. Grantor hereby reserves and retains for itself, its successors and assigns, an easement in and to the area of existing utility lines for the purpose of maintaining and improving those utility lines. Grantor

hereby reserves and retains for itself, its successors and assigns, all utility easements existing as of the date of this conveyance on, over, across and under the above conveyed property such that all such easements shall remain in full force and effect.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit;

TO HAVE AND TO HOLD all and singular the premises aforementioned unto the said Grantees, its successors and assigns forever in fee simple, together with every contingent remainder and right of reversion.

WITNESS the execution hereof by the Grantor this _____ day of _____, 2022.

The City of Columbia

By: _____

Its: _____

Witness 1

Witness 2 (Notary)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGMENT

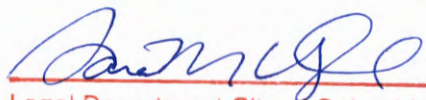
The foregoing Quit Claim Deed was acknowledged before me this _____ day of _____, 2022 by _____, on behalf of The City of Columbia.

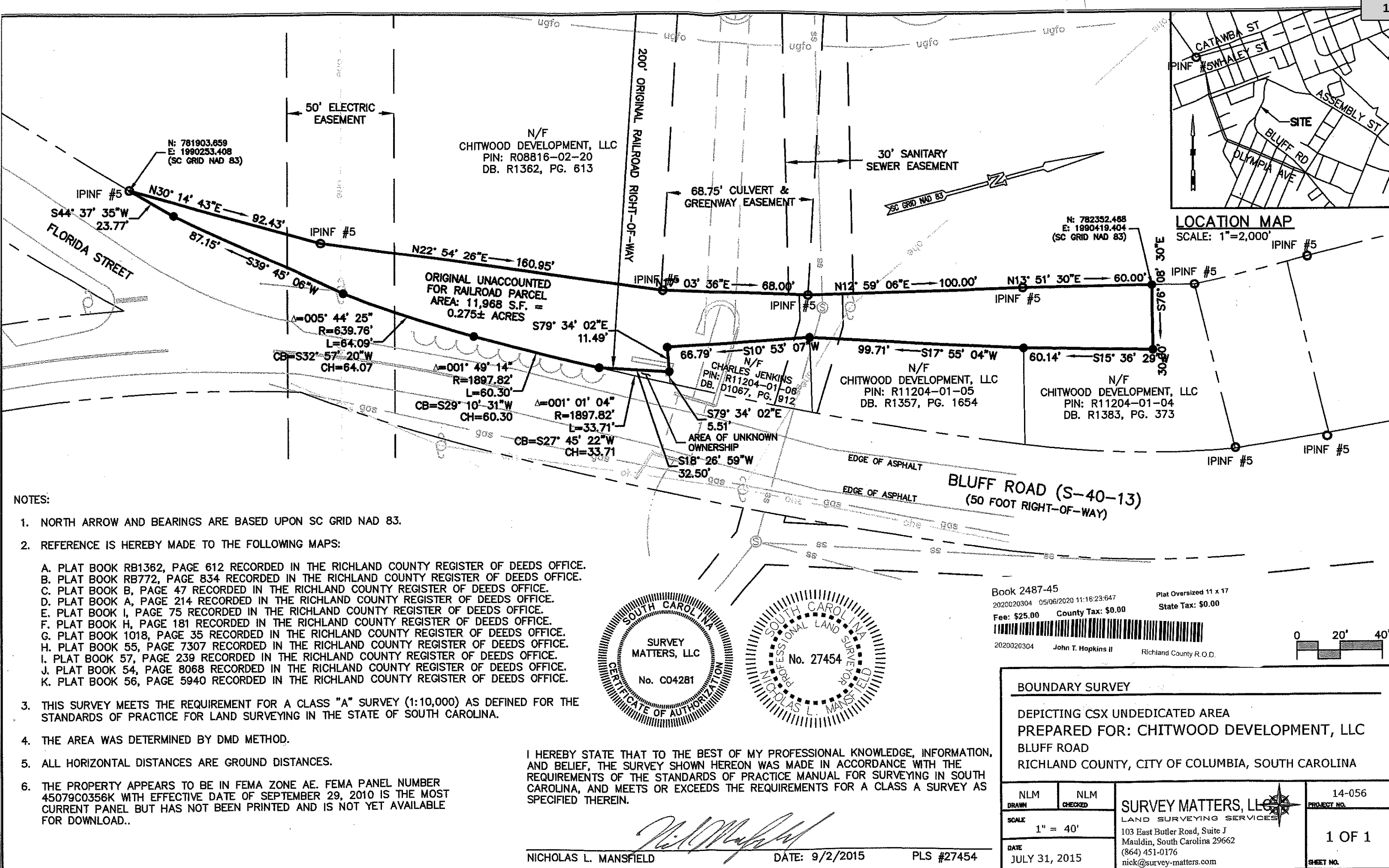
(L.S.)

Notary Public for South Carolina

My Commission Expires: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC



ORDINANCE NO.: 2022-059

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-152 Sewer plant expansion fee.

Sec. 23-152. - Sewer ~~plant expansion~~ Capacity fee.

Amount. In addition to those fees established and required by section 23-148, a sewer capacity ~~plant expansion~~ fee shall be required to be paid prior to each sewer service connection to offset the cost of constructing increased sewer treatment plant and sewer collection system capacity or capital expenditures to retain current system capacity in accordance with the capital improvement plan of the City of Columbia. The costs of construction or expenditures to retain current system capacity shall include design and engineering costs, materials, labor and debt service on any bonds which may be issued to provide the intended plant capacity increase. The amount of the ~~expansion~~ capacity fee for each connection shall be computed by multiplying the number of taps required for each application in accordance with section 23-148 times \$2,640.00. One tap or one equivalent residential unit (ERU) is equivalent to 400 GPD for purposes of calculating ~~expansion~~ capacity fees. Taps may be proportioned to the nearest tenth after the first whole tap for the purposes of calculating ~~expansion~~ capacity fees. Applicants with estimated wastewater discharges of 300,000 GPD or greater shall be calculated as described in this section up to 300,000 GPD with an addition of \$1.00 per gallon for every gallon per day greater than 300,000.

For a property that is being redeveloped where water/wastewater service already exists, credit will be applied to the sewer plant expansion capacity fee based on existing water meter size. For existing commercial accounts with water meters that are smaller than 4-inch in size, no sewer plant expansion capacity fee will be charged when there is a change in use but no increase in meter size. For existing commercial accounts with water meters smaller than 4-inch in size where an increase in meter size occurs due to a change in use, the sewer plant expansion capacity fee will be calculated by subtracting the ERU total associated with the existing water meter size from the ERU total associated with new water meter size, and multiplying that difference by the nominal value of one ERU. The following ERU factors shall be used for this calculation:

<u>Water Meter Size (inch)</u>	<u>ERU Factor</u>
<u>0.75</u>	<u>1.0</u>
<u>1.0</u>	<u>1.67</u>
<u>1.5</u>	<u>3.33</u>
<u>2.0</u>	<u>5.33</u>
<u>3.0</u>	<u>10.67</u>

The term "redeveloped" as used in this section means to make a new or different use of a property that has existing water and sewer service such that the new customer has an increased water demand that may or may not involve the need for a larger water meter.

LEGAL DEPARTMENT DRAFT

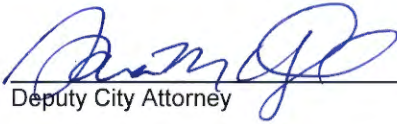
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Public Hearing:

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

May 17, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

2905 Two Notch Road; TMS# 11613-12-30 and 11613-12-31

Council District:	2
Proposal:	Request to annex the property and assign a land use classification of Urban Core Community Activity Center (UCAC-2) and assign zoning of Mixed Use District (MU-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.
Applicant:	Elonda Mack
Staff Recommendation:	Approval
PC Recommendation:	03/10/2022; Approval (7-0)
ZPH, 1 st Reading:	05/17/2022; Pending
2 nd Reading:	06/07/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.7 acres
Current Use: Vacant Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Mixed Use District (MU-2)
Census Tract: 9

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. 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 property would be **approximately \$600 per year**, based on calls to similar properties 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

This type of use is generally not served by the Solid Waste Division.

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 customer on the property 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 located within an area designated as Donut Hole – Primary in the Urban Service Area plan. An existing retail/warehouse building is on the site and the estimated real estate tax revenue generated for the City would be **approximately \$4,800 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower 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 .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole - Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

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.

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

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

The subject property is not located within the study area of a neighborhood, area, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Mixed Use District (MU-2) to the North, South, and East and Community Activity Center/Corridor (CAC) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the West.

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

Mixed-Use District (MU-2)

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern. Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

STAFF RECOMMENDATION

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

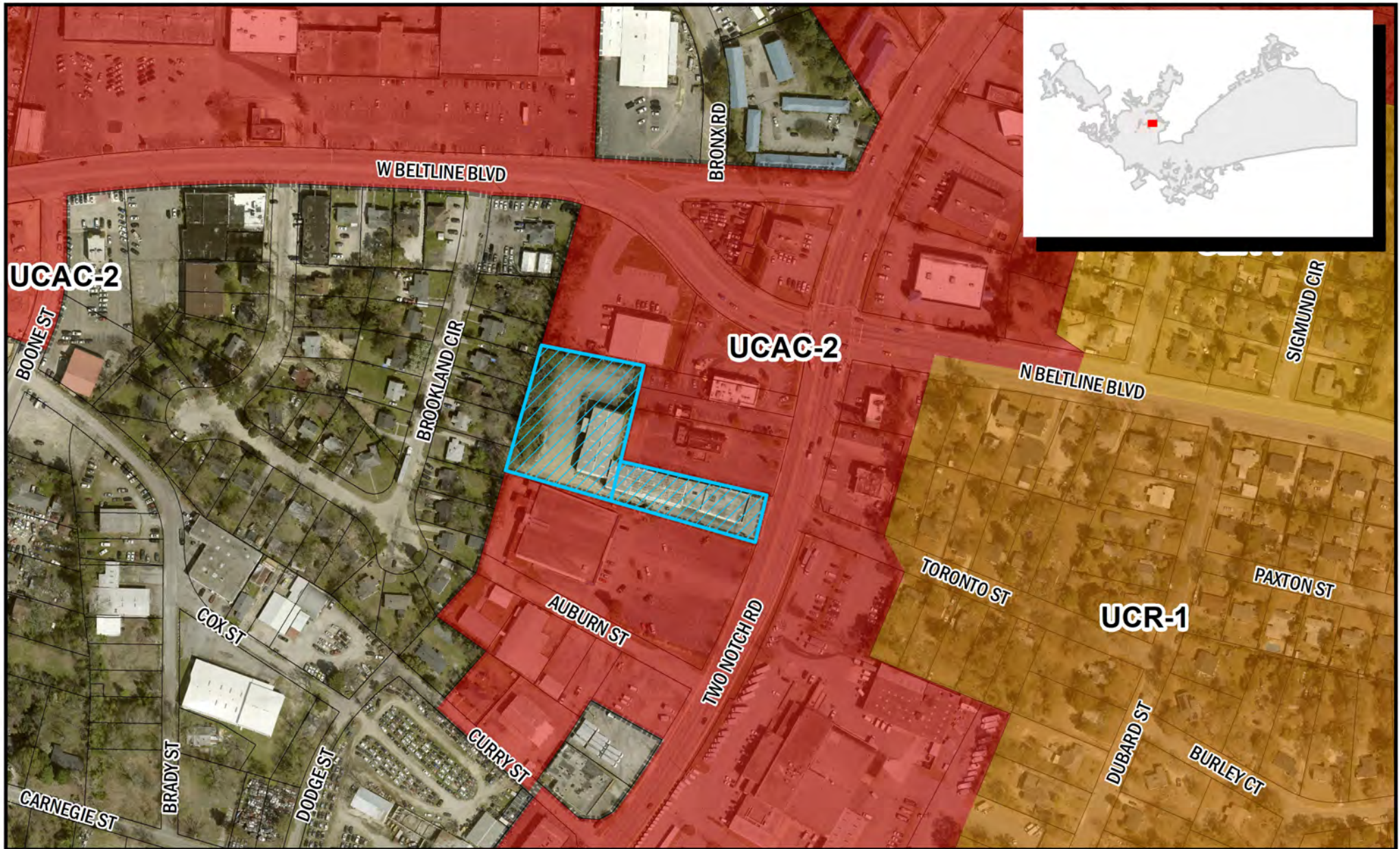


Future Land Use Map

2905 Two Notch Road, TMS# 11613-12-30, -31;

Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UCAC-2

16.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/16/2022



We Are Columbia



0 62.5 125 250
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
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 A

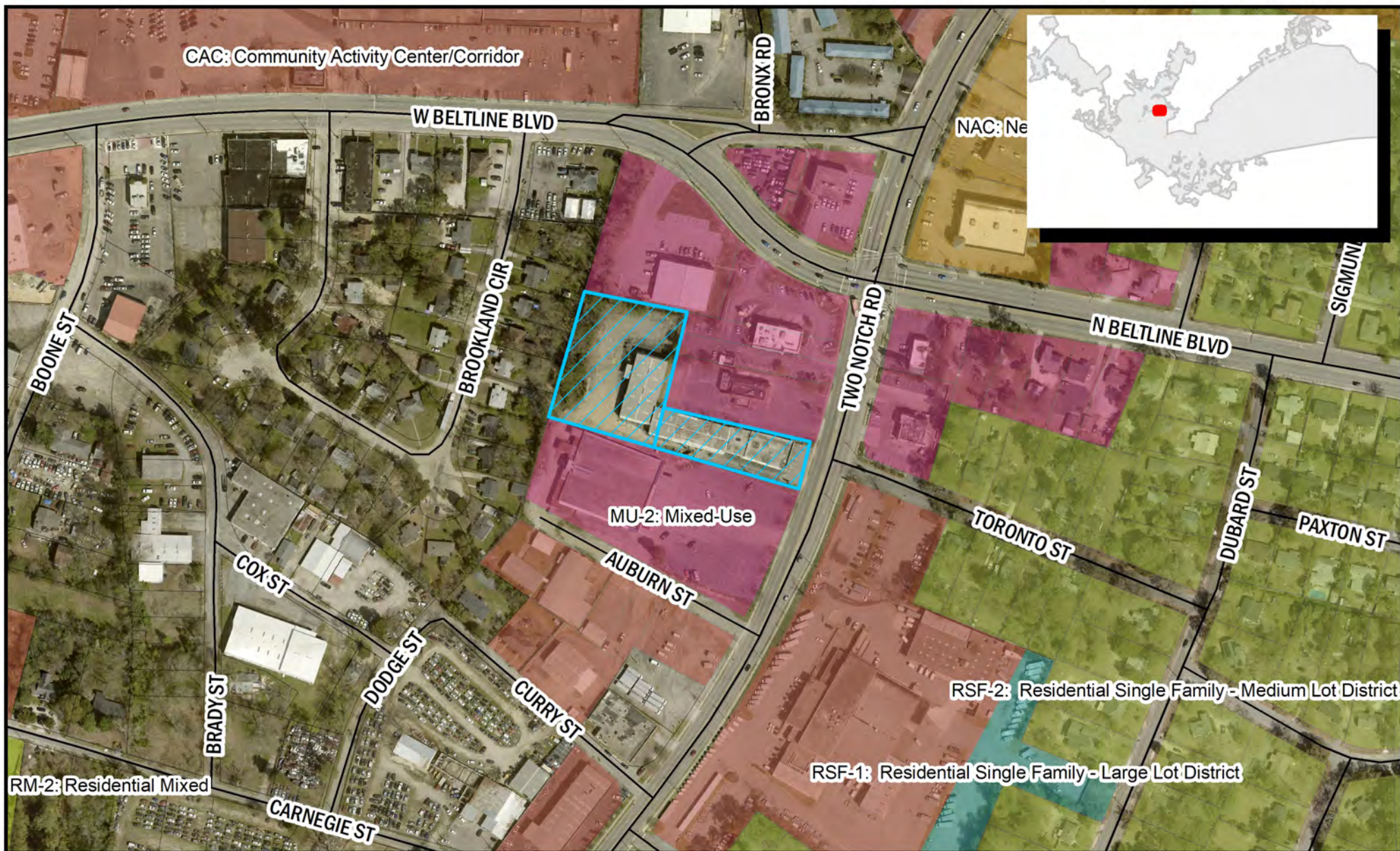
Packet Pg. 171

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

2905 Two Notch Road, TMS# 11613-12-30, -31;
Current Rich. Co. Zoning: GC, Proposed City Zoning: MU-2

16.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/16/2022



We Are Columbia



0 62.5 125 250
Feet

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

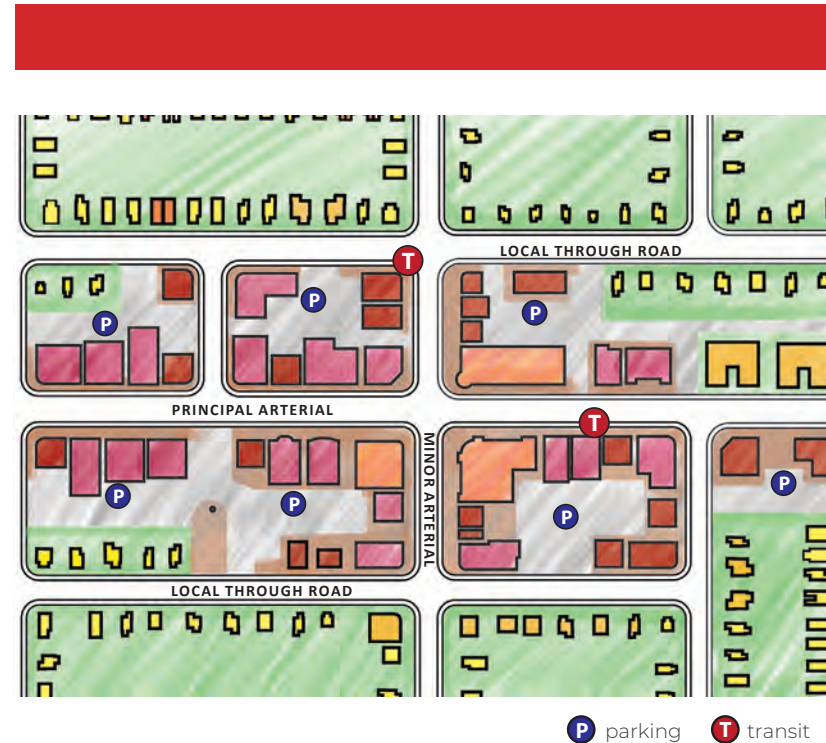
Packet Pg. 172

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(d) MU-2: Mixed-Use District****(d) MU-2: Mixed-Use District****(1) Purpose**

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

Standard		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
1	Lot Width, min. (ft.)	75[1]/18[2]	50	75	50
2	Lot Depth, min. (ft.)	50			N/A
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
3	Front Yard Setback (ft.)	Min.	15	0	
		Max.	15		
4	Side Yard Setback, min. (ft.)	[3]	5		
5	Rear Yard Setback, min. (ft.)	10			
6	Building Height, max. (ft.)	60			

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

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(d) MU-2: Mixed-Use District****(4) Reference to Other Standards**

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

ORDINANCE NO.: 2022-038

Annexing 2905 Two Notch Road, Richland County TMS# 11613-12-30 and TMS# 11613-12-31 into the City of Columbia, South Carolina Columbia, 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 _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2905 Two Notch Road and TMS# 11613-12-30 and TMS# 11613-12-31 containing 1.667 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 9, and assigned a future land use classification of Urban Core Community Activity Center (UCAC-2) and zoning of Mixed Use District (MU-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 11613-12-30 and 11613-12-31

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.: 2022-038
EXHIBIT "A"
PROPERTY DESCRIPTION

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 1.667 acres, more or less, and shown and designated as block 12, lots 30 and 31 on Richland County Tax Map 11613. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 17, 2022

RE: **Property Address:** 2905 Two Notch Road
Richland County TMS#: 11613-12-30 and 11613-12-31
Owner(s): Elonda Mack
Current Use: Vacant Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Mixed Use District (MU-2)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 2
Census Tract: 9

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **March 10, 2022** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

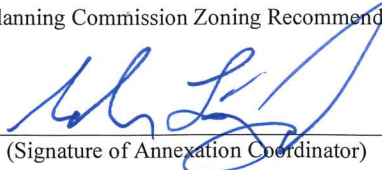
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Interim Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UCAC-2 (Land Use classification) by 7-0
 on 3/10/2022 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: MU-2 (Zoning classification) by 7-0
 on 3/10/2022 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

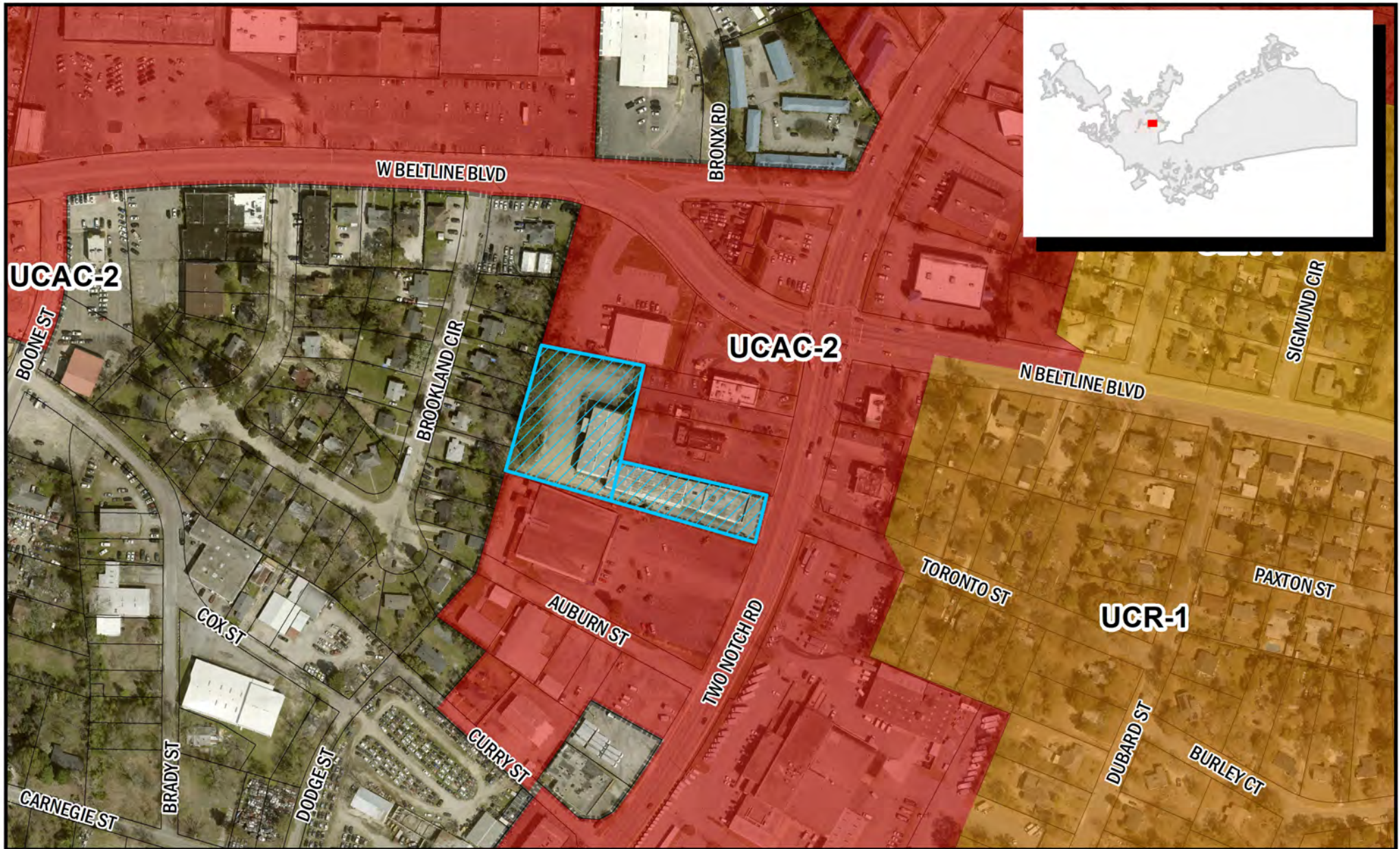


Future Land Use Map

2905 Two Notch Road, TMS# 11613-12-30, -31;

Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UCAC-2

16.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/16/2022



We Are Columbia



0 62.5 125 250
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
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 A

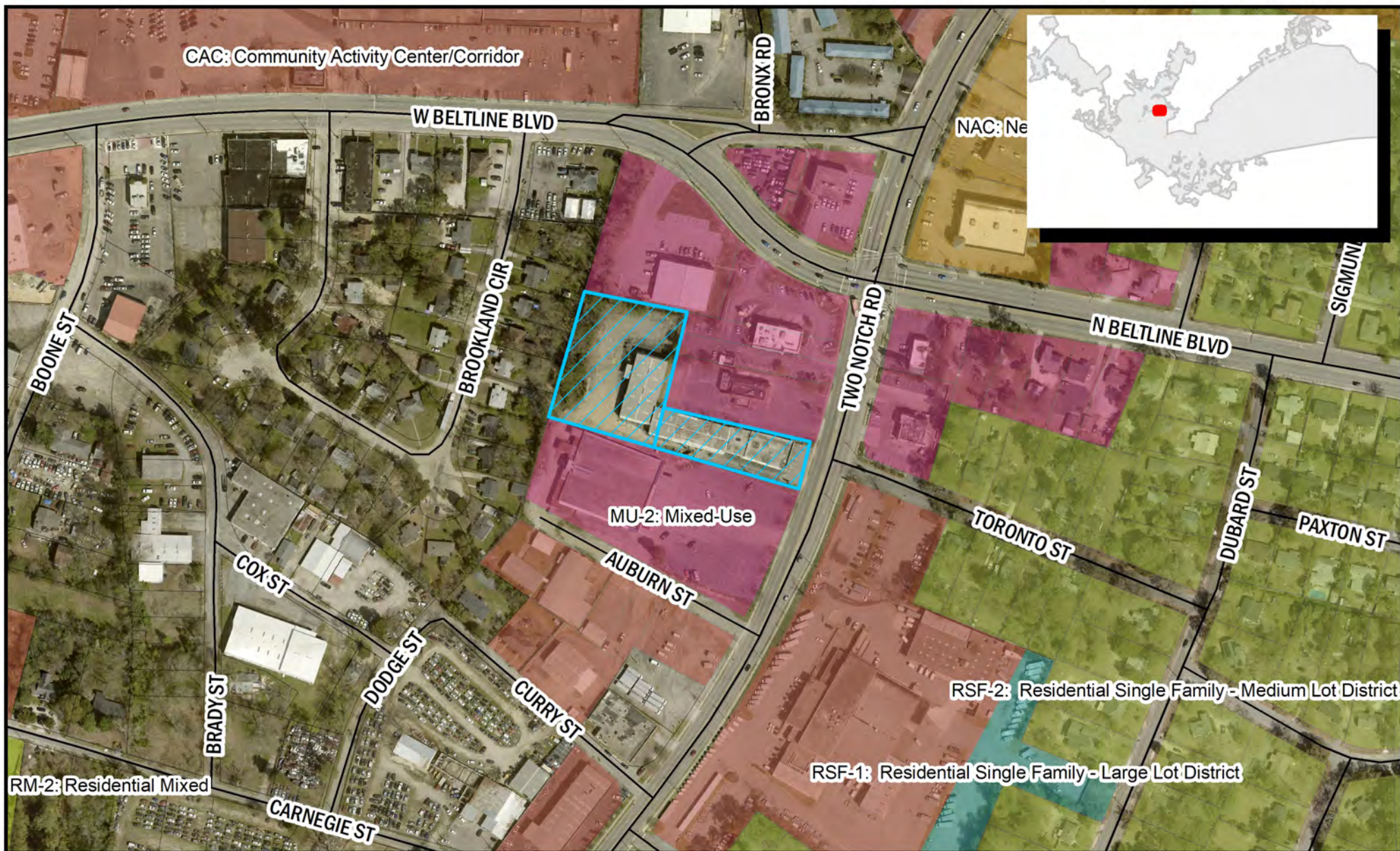
Packet Pg. 182

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

2905 Two Notch Road, TMS# 11613-12-30, -31;
Current Rich. Co. Zoning: GC, Proposed City Zoning: MU-2

16.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/16/2022



We Are Columbia



0 62.5 125 250
Feet

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 183

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: 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 1.667 acres, more or less, and shown and designated as block 12, lots 30 and 31 on Richland County Tax Map 11613. Said parcel having such boundaries and measurements as are shown on said tax map.

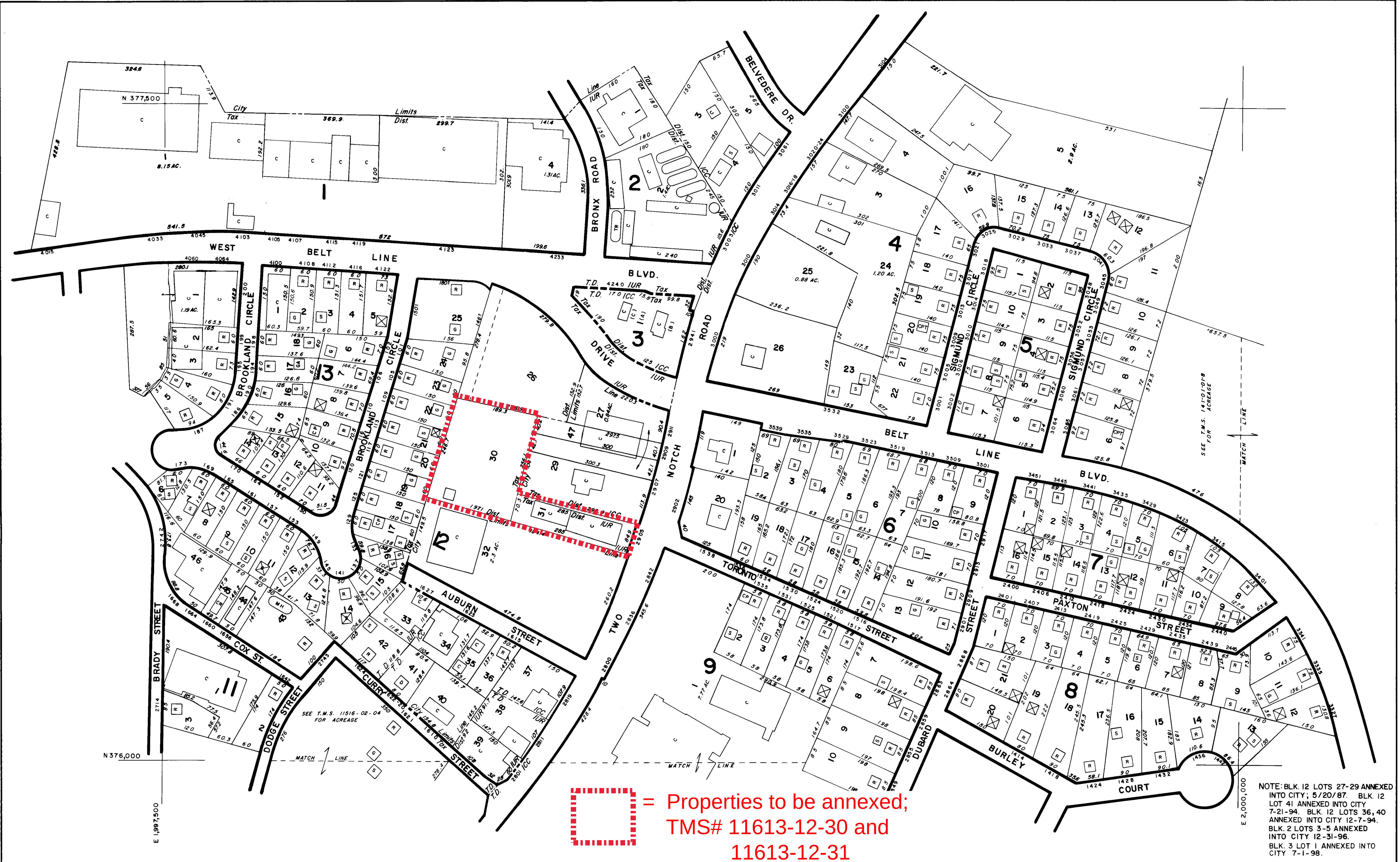
Richland County TMS: 11613-12-30 and 11613-12-31

Property Address: 2905 Two Notch Road


 Elonda Mack

Date: 2/7/22

11613



 = Properties to be annexed;
TMS# 11613-12-30 and
11613-12-31

NOTE: BLK. 12 LOTS 27-29 ANNEXED INTO CITY; 5/20/87. BLK. 12 LOT 41 ANNEXED INTO CITY 7-21-94. BLK. 12 LOTS 36, 40 ANNEXED INTO CITY 12-7-94. BLK. 2 LOTS 3-5 ANNEXED INTO CITY 12-31-96. BLK. 3 LOT 1 ANNEXED INTO CITY 7-1-98.

Prepared by
KUCERA ASSOCIATES
Photogrammetric Consultants

Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/85	12/05
12/87	12/06
12/88	
	12/01
	12/02
	12/03

PROPERTY LINE	---
RIGHT OF WAY	---
CITY LIMITS	---
SCHOOL DIST	---
RAILROAD	---
PUBLIC ROAD AND BLOCK DIVIDER	---

LEGEND	
	DENOTES BUILDING USE
	R - RESIDENTIAL
	C - COMMERCIAL
	ETC.
(B) (C)	DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO	
LOT NO	
LOT MEASUREMENT	
ACREAGE	
ADDRESS	

50
50
150.5
6.55 AC
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY		
116-10	116-14	141-02
116-09	116-13	141-01
115-12	115-16	140-04

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.

NORTH

PROPERTY MAP SHEET NO.
11613

SCHOOL DISTRICT
IUR, ICC

Packet Pg. 185

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-053**



**1800 BLOCK OF CATAWBA STREET
ADJACENT TO 1808 CATAWBA STREET
BRICK WALL**

Subject Property:	Right-of-way adjacent to 1808 Catawba Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a brick wall, landscaping and irrigation.
Applicant:	Hay Hill Services, Inc.
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a four foot tall brick wall, landscaping and irrigation adjacent to 1808 Catawba Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Applicant should consult with Engineering prior to installation to ensure that wall does not encroach into a water easement.
----------------	---

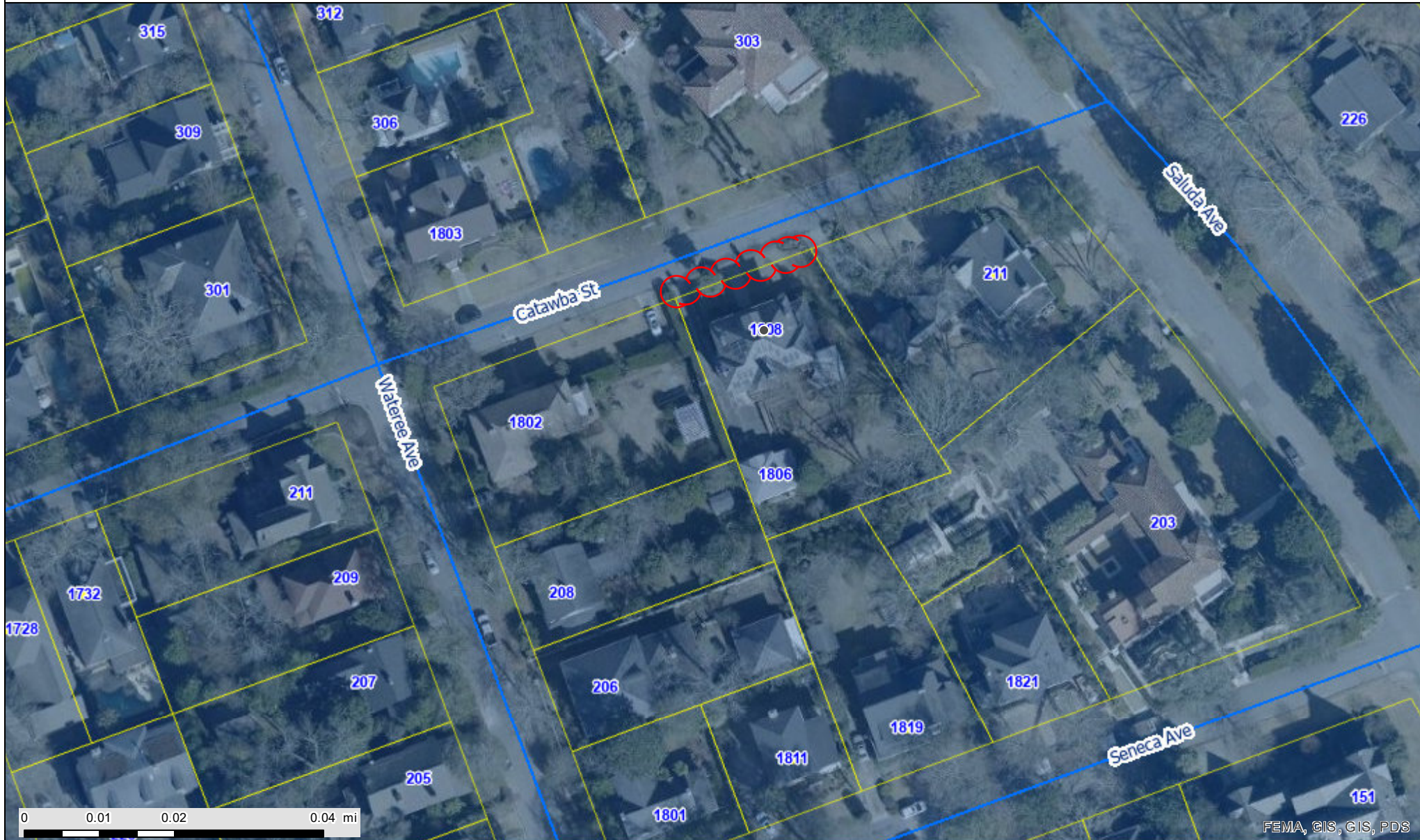
City of Columbia

City of Columbia GIS

17.b



Friday, May 20, 2022



FEMA, GIS, GIS, PDS

CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 187



Permanent Encroachment Application and Checklist

1. Applicant Information

Name David Stack	
Company (if applicable) Hay Hill Services, Inc.	
Address (street, city, state, zip) 200 Hay Hill Farm Lane St. Matthews, SC 29135	
Phone 803-834-6652	Email david@hayhillservices.com

2. Property Information

Address 1808 Catawba Street	
Tax Map Reference Number(s) R11307-08-02	
Current use Single family residential	Proposed use Single family residential

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf. ?

See attached



Permanent Encroachment

Application and Checklist

4. Project Description

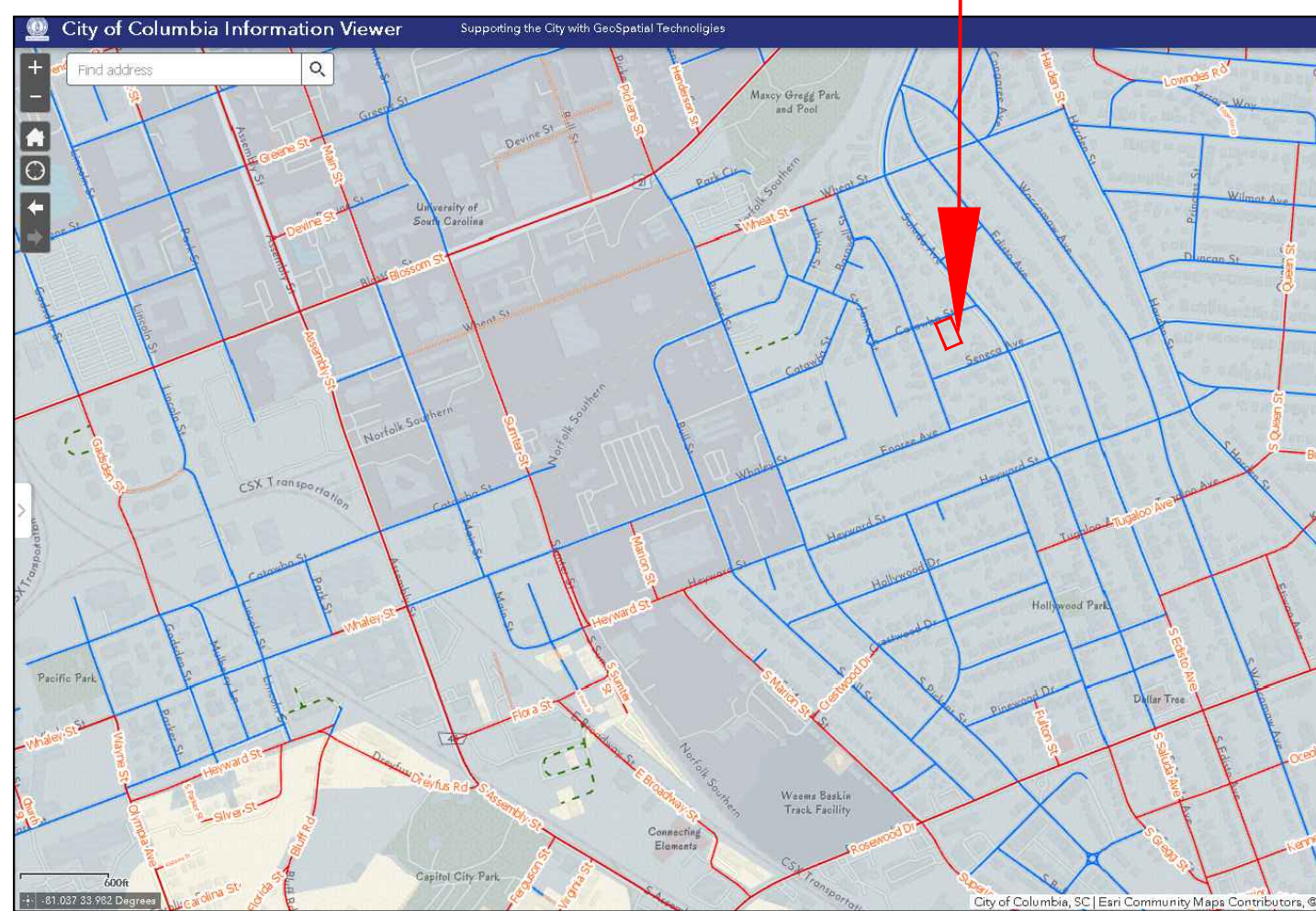
Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

SEE ATTACHED FRONT YARD SITE PLAN

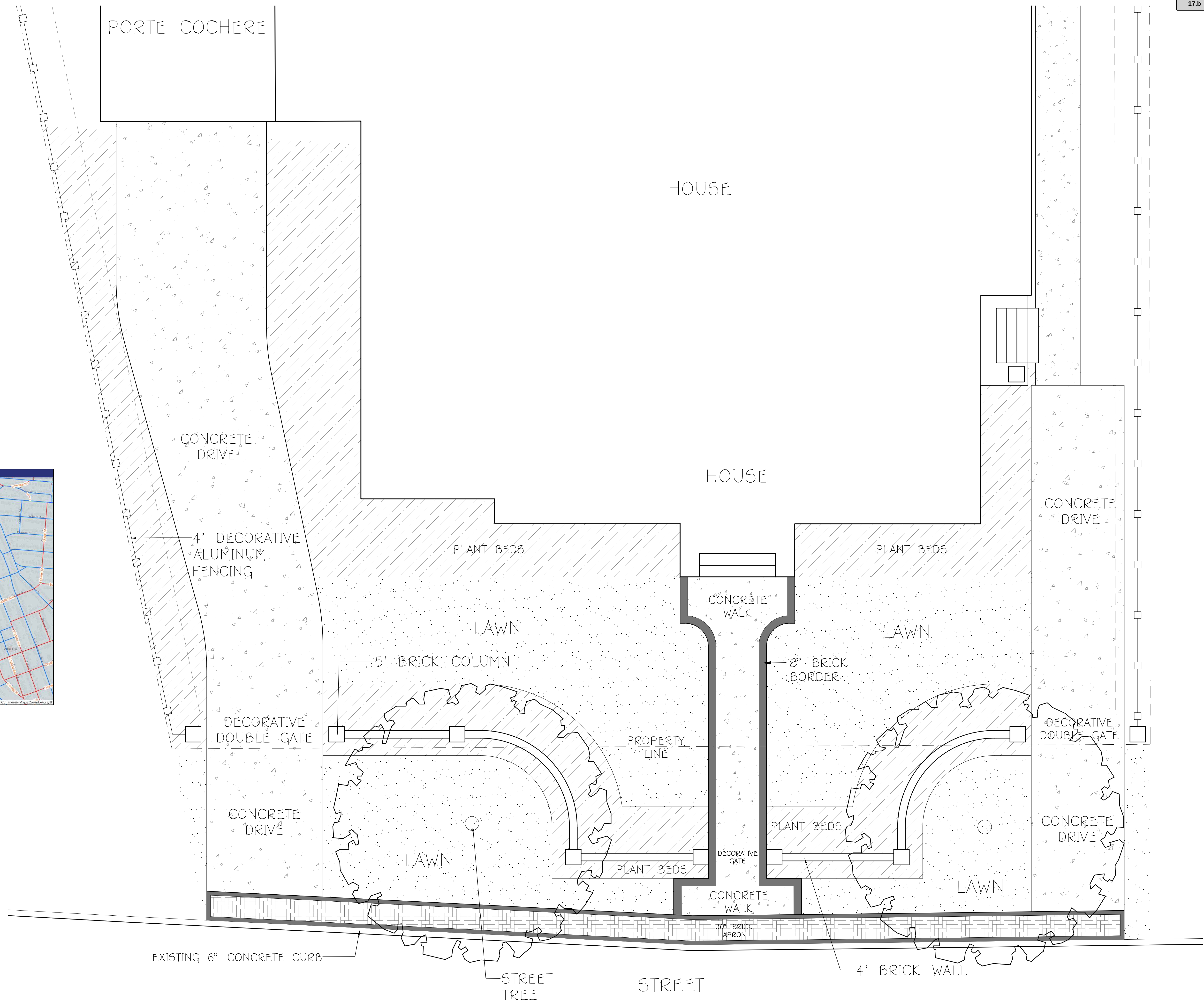
For staff use only

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

By: _____



VICINITY MAP



ORDINANCE NO.: 2022-055

Granting an encroachment to SC State Employees Credit Union for the use of the right of way areas of the 800 block of Huger Street, the 500 block of College Street and the 800 block of Pulaski Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking spaces adjacent to 800 Huger Street and 816 Pulaski Street, Richland County TMS#08911-04-01 and 08915-14-01

WHEREAS, SC State Employees Credit Union (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 800 block of Huger Street, the 500 block of College Street and the 800 block of Pulaski Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking spaces adjacent to 800 Huger Street and 816 Pulaski 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 _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 800 block of Huger Street, the 500 block of College Street and the 800 block of Pulaski Street adjacent to 800 Huger Street and 816 Pulaski Street, Richland County TMS#08911-04-01 and 08915-14-01, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width four hundred ten (410') feet in length, six (6) on-street parking spaces measuring eight (8') feet in width twenty (20') feet in length, landscaping and irrigation as shown on the attached drawings.

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

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

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

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the

City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

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

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

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

Requested by:

Assistant City Manager Gentry

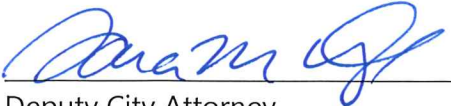
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2022-056

Granting an encroachment to Gusco, LLC for the use of the right of way area of the 2100 block of Senate Street for the installation and maintenance of landscaping and irrigation adjacent to 1030 Harden Street, Richland County TMS#11405-05-01

WHEREAS, Gusco, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 2100 block of Senate Street for the installation and maintenance of landscaping and irrigation adjacent to 1030 Harden 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 _____, 2022, that Grantee is hereby granted the right to use the right of way area of the 2100 block of Senate Street adjacent to 1030 Harden Street, Richland County TMS#11405-05-01, for the installation and maintenance of landscaping and irrigation as shown on the attached drawings.

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

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

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

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

3. Grantee is responsible for maintaining landscaping and improvements.

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

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

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

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

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-056**

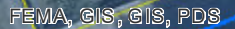


**2100 BLOCK OF SENATE STREET
ADJACENT TO 1030 HARDEN STREET
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1030 Harden Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation.
Applicant:	Gusco, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation adjacent to 1030 Harden Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
----------------	--

Friday, May 20, 2022



**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x 11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: _____ Property Owner: x Gusco, LLC
 Business Name/Applicant's Name if different than owner: x Gusco, LLC c/o Gus Strasburger
 Contact Information: Telephone Number: x 803-744-2305 Fax Number: _____
 Mailing address: 6478 Bridgewood Rd Columbia, SC 29206 E-mail address: x guss@printgear.com
 Business Name/Development Name for Encroachment: x Gusco, LLC
 Encroachment type: Wall Fence Columns Steps Irrigation System X Landscaping Driveway Pavers Sidewalk/Walkway
Planters Awning Underground Utilities Other: _____

Dimensions (height/width/length):
 (i.e. 6'x42' wooden privacy fence;
 two 12'x4'x3' concrete steps) Place Landscaping along Senate Street
 Construction material: _____

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall ☐ include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

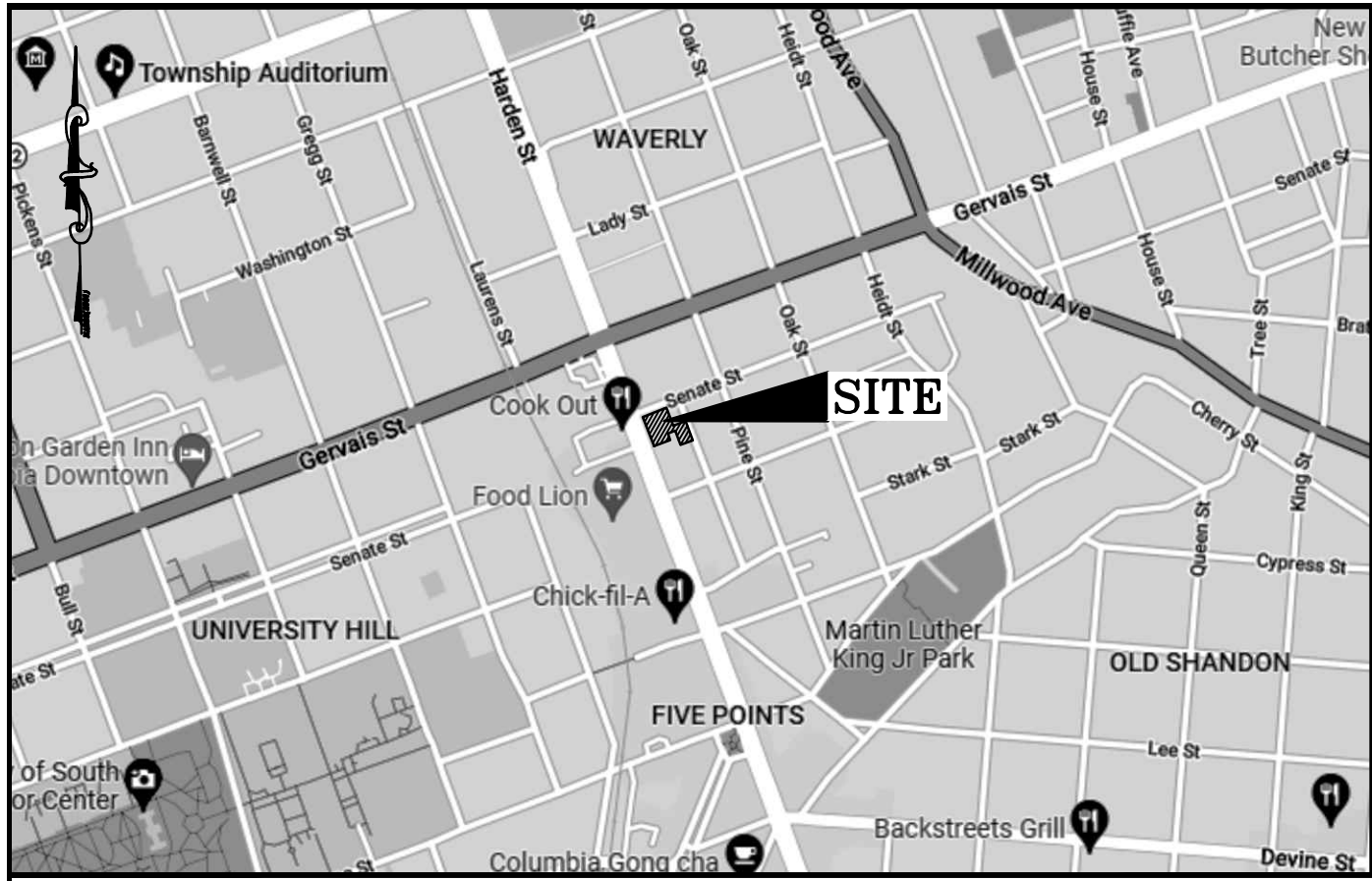
I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

x August K. Strasburger
 Name/Title: August K. Strasburger
 Date: member
5-17-22

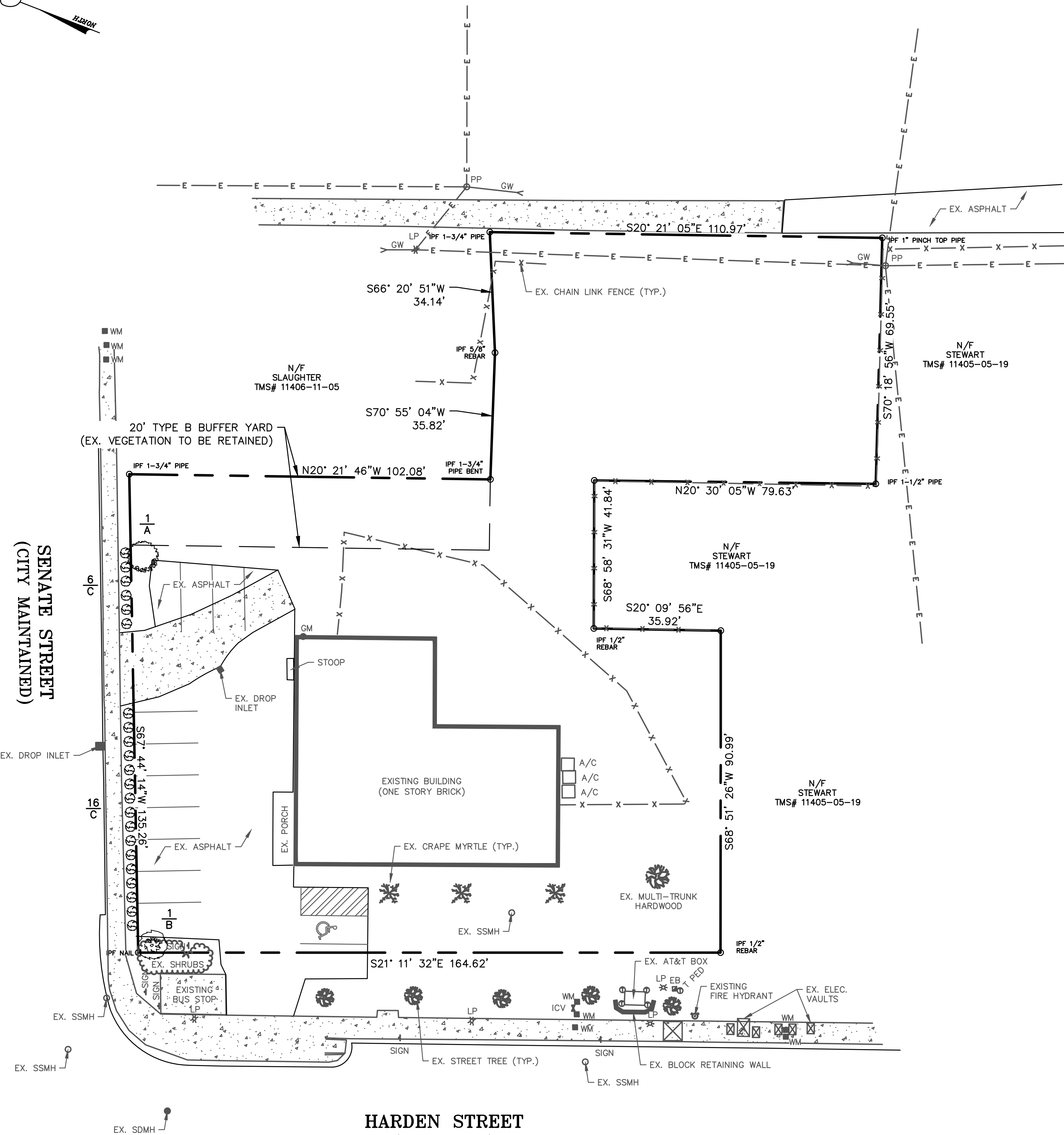
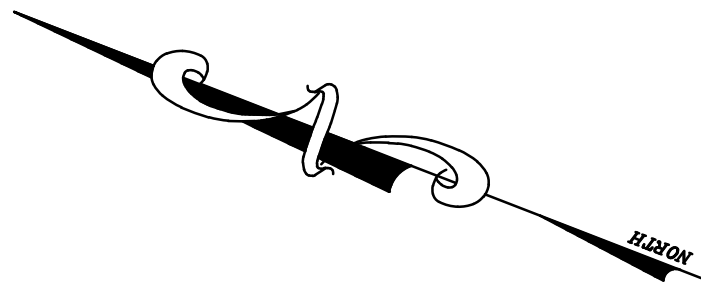
The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jfellows@columbiasc.net
Rachel Bailey	Development Services (Zoning)	803-545-3332	803-733-8647	rlbailey@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Tori Salvant	Development Services (Development Center)	803-545-3420	803-733-8699	tcsalvant@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Caleb King	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	cdking@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017



VICINITY MAP
SCALE: 1"=1,000'



MINIMUM GRASSING SPECIFICATIONS

SEEDING SCHEDULE

- ALL EXCAVATED AREAS WILL BE SEEDED USING A PERENNIAL AND NURSE CROP MIX WITHIN 14 DAYS OF CONSTRUCTION ACTIVITIES CEASING.
- ESTABLISHING A STAND OF PERENNIAL GRASSES IS CRITICAL TO CONTROLLING RUNOFF AND EROSION OF AREAS DISTURBED BY CONSTRUCTION AND MAINTENANCE ACTIVITIES. ONCE THE PERMANENT GRASSES BEGIN TO ESTABLISH UNDERNEATH THE NURSE CROP, A MOWING MAY BE REQUIRED TO PREVENT SHADING AND TO RELEASE THEM.
- SEEDING APPLICATION RATES AND TIME FRAMES ARE LISTED BELOW.
- IF CONSTRUCTION ACTIVITIES MUST TEMPORARILY CEASE FOR 14 DAYS OR MORE, THEN SEEDING MUST BE INITIATED. IF TEMPORARY SEEDING IS REQUIRED, APPLY ONLY THE NURSE CROPS LISTED BELOW AT DOUBLE THE BELOW LISTED APPLICATION RATES.

SEEDING PROCEDURES

- CONTRACTOR SHALL HAVE SOIL(S) ANALYZED TO DETERMINE PROPER LIME AND FERTILIZER APPLICATION.
- SUB-SOIL/CHISEL PLOW/DISK DISTURBED AREAS, AS NECESSARY
- APPLY LIME, AS NECESSARY (BASED ON SOIL SAMPLE)
- DISK IN LIME TO INCORPORATE INTO THE SOIL
- APPLY SEED BASED ON APPLICATION RATES BELOW (PERMANENT GRASS AND NURSE CROP MIX)
- ACQUIRE A FIRM SEED BED BY ROLLING WITH CULT-PACKER OR EQUIVALENT
- APPLY HAY STRAW AT APPROXIMATELY 2,000 LB./ACRE AND CRIMP INTO SOIL OR HYDRA-MULCH AT APPROXIMATELY 1,200 LBS/ACRE
- ONCE SEED GERMINATES, APPLY FERTILIZER AS NECESSARY (BASED ON SOIL SAMPLE)

(HYDROSEEDING WITH THE APPROPRIATE RATES OF LIME, MULCH, FERTILIZER, AND SEED MAY BE APPLIED IF A WELL ESTABLISHED SEED BED IS PRESENT (I.E. UN-COMPACTED AND LOOSELY DISKED SOILS))

PERMANENT SEEDING APPLICATION RATES

COMMON NAME OF SEED / PLANTING RATE (POUNDS PER ACRE) / PLANTING DATES

WARM SEASON (SPRING AND SUMMER)
HULLED COMMON BERMUDA / 25 / MARCH - AUGUST
BROWN TOP MILLET (NURSE CROP) / 20 / MID MARCH - SEPTEMBER

COOL SEASON (FALL AND WINTER)
UN-HULLED COMMON BERMUDA / 30 / SEPTEMBER - FEBRUARY
RYE GRAIN (NURSE CROP) / 25 / OCTOBER - MID MARCH

NOTE: FOR SIGNIFICANT SLOPES GREATER THAN 5 FEET IN HEIGHT, ADD 10 LB./ACRE OF WEEPING LOVEGRASS AND SOLB./ACRE OF SERICEA LESPEDEZA TO ABOVE RATES.

FOR APPLICATIONS IN THE UPPER STATE OF SC, ADD 50 LB./ACRE OF KENTUCKY 31 FESCUE TO ABOVE RATES.

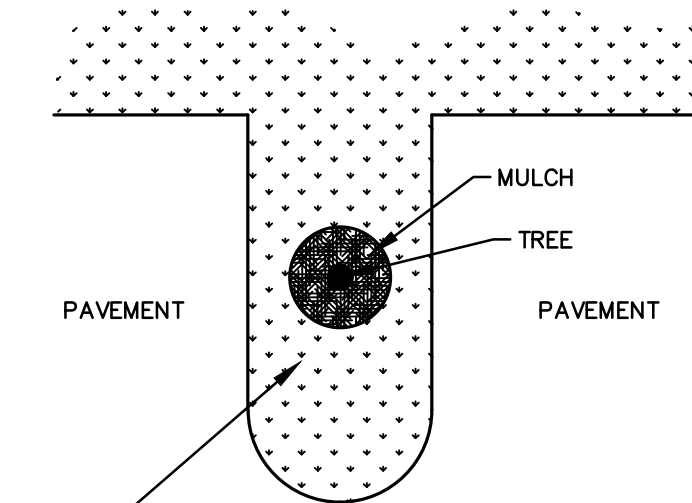
(DEVIATIONS FROM THESE SEED MIXES ALLOWED WITH PROJECT MANAGER APPROVAL)

NOTES:

- BOUNDARY INFORMATION PROVIDED BY CIVIL ENGINEERING OF COLUMBIA, INC., IN DIGITAL FORMAT.
- THE CONTRACTOR SHALL CALL SC811, DIAL 811 FOR ALL UNDERGROUND UTILITIES LOCATIONS AT LEAST 72 HOURS PRIOR TO EXCAVATION.
- THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY DIFFERING SITE CONDITIONS ARE NOTED.
- THE CONTRACTOR SHALL REMOVE ALL ITEMS NECESSARY TO ALLOW THE PROPOSED CONSTRUCTION.

LANDSCAPE NOTES:

- THE LANDSCAPE CONTRACTOR SHALL INSTALL AN IRRIGATION SYSTEM CAPABLE OF SUPPORTING THE INDICATED PLANTINGS.
- ALL DISTURBED AREAS NOT INDICATED TO BE LANDSCAPED SHALL BE GRASSED IN ACCORDANCE WITH THE VEGETATIVE SCHEDULE ON THIS SHEET.
- ALL PLANTING BEDS SHALL BE MULCHED WITH A 3 INCH LAYER OF CLEAN PINE STRAW.
- ALL PLANTING BEDS SHALL BE RAKED SMOOTH AND CLEARED OF ROCKS, AND OTHER DEBRIS PRIOR TO PLACING MULCH.
- ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE APPLIED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.
- NO HYDROSEEDING SHALL OVER SPRAY THE PLANTING BEDS.
- THE LANDSCAPING CONTRACTOR MUST BE BONDED AND MUST PROVIDE A ONE YEAR WARRANTY ON LANDSCAPING AND THE IRRIGATION SYSTEM.
- ALL PLANTING AREAS SHALL BE MECHANICALLY IRRIGATED.



LIVING PLANT MATERIALS AS REQUIRED BY THE CITY OF COLUMBIA LANDSCAPE ORDINANCE. AT LEAST 60% OF THE PLANTING AREA SHALL CONTAIN LIVING PLANTS, TREES, SHRUBS, GROUND COVER OR TURF. (BERMUDA OR OTHER TURFGRASS)

TYPICAL TREE ISLAND
PLANTING PLAN
NOT TO SCALE

TREE AND PLANT SCHEDULE

SYMBOL	DES.	NUMBER	SPECIES	SIZE (MIN.)	SPACING
	A	1 EA.	WILLOW OAK (LARGE TREE)	2" CAL.	AS SHOWN
	B	1 EA.	AMERICAN ELM (HEAT-TOLERANT CULTIVAR) (LARGE TREE)	2" CAL.	AS SHOWN
	C	22 EA.	DWARF YAUPON (SHRUB)	3 GAL. 24" HEIGHT	4' O.C.

VEHICLE SURFACE AREA TREE SUMMARY

TOTAL V.S.A. TREES REQUIRED = ±4,968 SF @ 1 TREE/3,200 SF = 2 TREES
TOTAL V.S.A. TREES PROVIDED = 2 TREES

PARCEL SUMMARY

TMS# 11405-05-01
AREA = ±0.65 AC.
ZONING = "CAC"

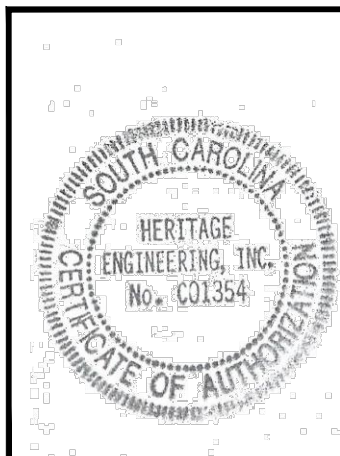
PROJECT NO. 22022

LANDSCAPING PLAN
1030 HARDEN STREET

PREPARED FOR
GUSCO, LLC

IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA

NO.	DATE	DESCRIPTION	DATE: APRIL 22, 2022	SCALE: 1" = 20'	SHEET C1 OF 1
1	4/28/2022	REV PER CITY COMMENTS			



10719 WILSON BLVD. • P.O. BOX 923 • BLYTHEWOOD, S.C. 29016
(803) 714-9632 OFFICE • HERITAGESC@MINDSPRING.COM

ORDINANCE NO.: 2022-057

Granting an encroachment to Lady Street Redevelopment, LLC for the use of the right of way area of the 1300 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Lady Street, Richland County TMS#11491-01-01 and 11491-06-01.

WHEREAS, Lady Street Redevelopment, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1300 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Lady 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 _____, 2022, that Grantee is hereby granted the right to use the right of way area of the 1300 block of Lady Street adjacent to 1310 Lady Street, Richland County TMS#11491-01-01 and 11491-06-01, for the installation and maintenance of landscaping and irrigation as shown on the attached drawings.

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

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

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along 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. The recently removed tree in the right-of-way shall be replaced with a large maturing shade tree. The species of this shade tree shall be one that reaches a minimum of 40 feet in height at maturity and the applicant must coordinate with Forestry prior to installation.

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

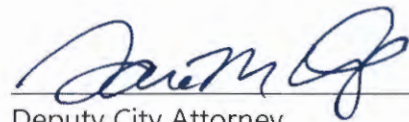
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

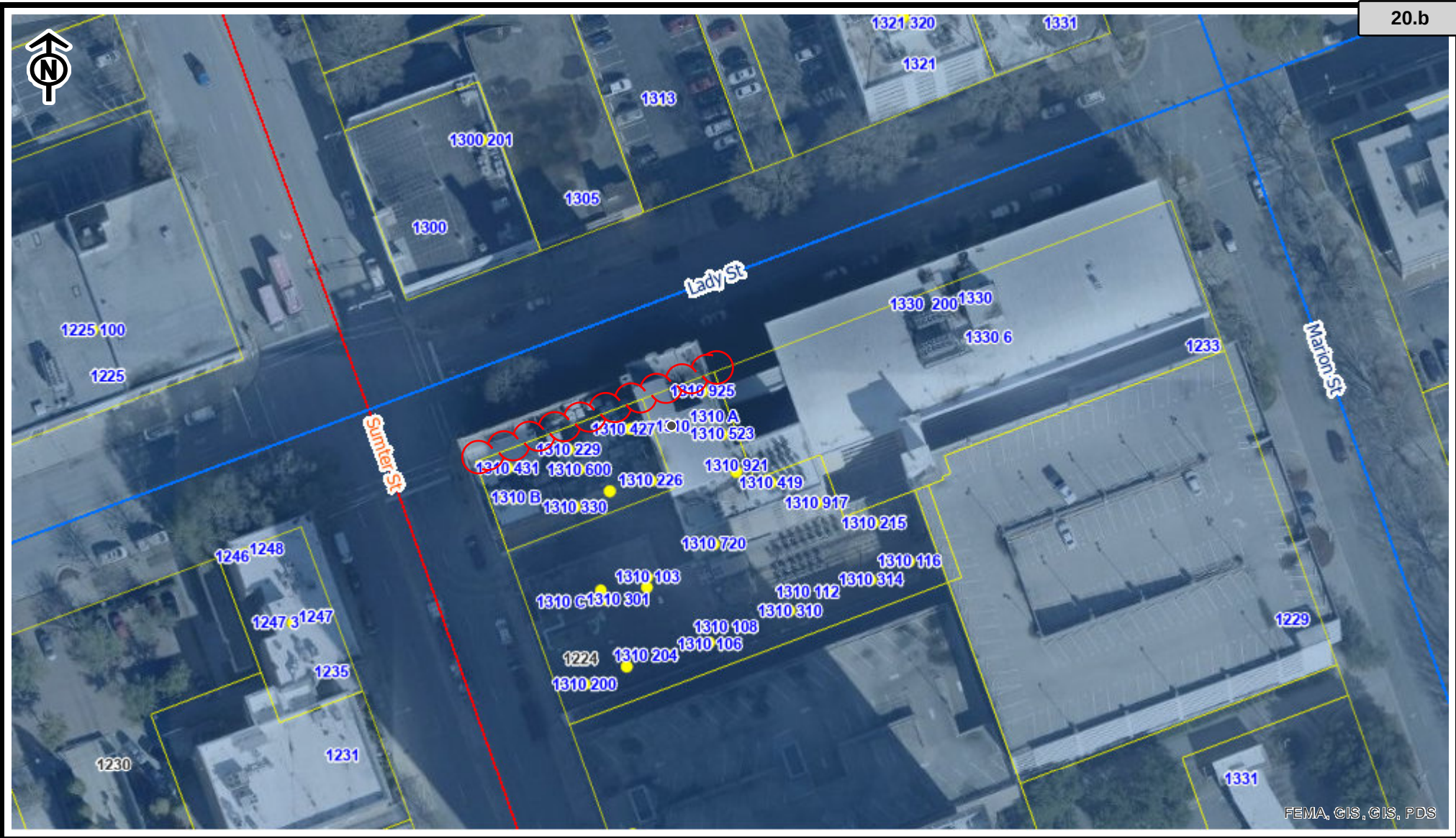
**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-057**



**1300 BLOCK OF LADY STREET
ADJACENT TO 1310 LADY STREET
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1310 Lady Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation.
Applicant:	Lady Street Redevelopment, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation adjacent to 1310 Lady Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. The recently removed tree in the right-of-way shall be replaced with a large maturing shade tree. The species of this shade tree shall be one that reaches a minimum of 40 feet in height at maturity and the applicant must coordinate with Forestry prior to installation.
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City of Columbia

City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Monday, May 23, 2022

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate
- Highway
- City Maintained

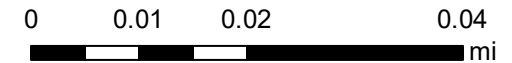
- State Maintained

- Private
- Others
- Columbia City Limits
- OutsideOfCity

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain

- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Red: Band_1
- Green: Band_2
- Blue: Band_3



CITY OF COLUMBIA GIS DATA DISCLAIMER:

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



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	DT	
A completed and signed Application Form	DT	
Letters of Agency for all applications where the applicant is not the owner of the subject property	N/A	
Pictures or specification sheet of the items to permanently encroach the Right-of-way	DT	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible DT	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible DT	



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name David Tuttle	
Company (if applicable) Lady Street Redevelopment, LLC	
Address (street, city, state, zip) 1276 Assembly Street Columbia, SC 29201	
Phone 803 518-1598	Email david@styxcompanies.com

2. Property Information

Address 1310 Lady Street	
Tax Map Reference Number(s)	
Current use Landscape	Proposed use Landscape

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

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

Landscaping, irrigation per drawing to match the rest of the block

For staff use only

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

By: _____



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☐	☐
Location of lots and outlets (numbered and area in square feet)	☐	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☐	☐
Location of parking and access/driveways	☐	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☐	☐
Section of sidewalk or right-of-way to be used for the encroachment	☐	☐
Proposed placement of permanent items and furnishings on the sidewalk	☐	☐
Proposed placement of permanent items and furnishings in the right-of-way	☐	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☐	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☐	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

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

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

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

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

7. Signature

Signature of Applicant	
<i>C. David Tuttle</i> as manager	
Print Name	Date
C. David Tuttle	5/4/2022

PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.

L1: S 71°23'06" W 7.63'
L2: N 71°23'29" E 7.04'

MAGNETIC

NOW OR FORMERLY
LADY STREET ASSOC. A S C
GENERAL PARTNERSHIP
TMS 11401-03-08

PARCEL "B"
0.29 ACRE
12499 SQ. FT.
TMS 11401-03-08

PARCEL "A"
0.38 ACRE
16358 SQ. FT.
TMS 11401-03-01

10 STORY
CONC. & METAL & GLASS
BUILDING

6 STORY
CONC. & METAL & GLASS
BUILDING

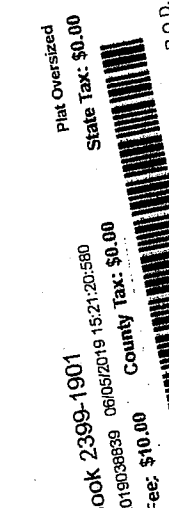
THREE STORY
CONC. & METAL
& GLASS
BUILDING

LADY STREET
100' R/W
MAINTAINED BY CITY OF COLUMBIA

SUMTER STREET
100' R/W
MAINTAINED BY SCDOT

THE INTENT OF THIS PLAT IS FOR
PARCEL "A" (TMS 11401-03-01) AND
PARCEL "B" (TMS 11401-03-08) TO
BE COMBINED INTO ONE PARCEL.

0' 5' 10' 20'



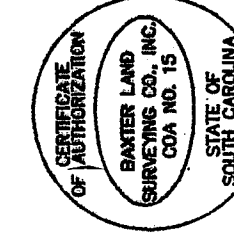
REFERENCES:
(1) PLAT BOOK 55, PAGE 484 (2) RECORD BOOK 759, PAGE 1831 (3) RECORD BOOK 1370, PAGE 1661
(4) RECORD BOOK 1876, PAGE 1007.

COMBINATION
PLAT PREPARED FOR
BRABHAM OIL COMPANY, INC.
RICHLAND COUNTY, COLUMBIA, SC

NOTIFICATION:
You are hereby advised that you are required to provide water and/or sewer services to any new lots created as a result of this subdivision at no cost to the City of Columbia.

Date: 6-14-19

The Subdivision Plat shown herein has been found to comply with the City of Columbia Subdivision Regulations and has been approved for recording in the Office of the Clerk of Court of Richland County, South Carolina. This approval shall not be deemed to constitute approval by the City of Columbia of the survey or the plat.



BAXTER LAND SURVEYING CO., INC.
2204 Devine Street
Columbia, SC 29205
BAXLAND@AOL.COM
(803)-252-8564

ROSSER W. BAXTER, JR. SCRS NO. 7613

I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND THERE ARE NO VISIBLE ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN.

RESOLUTION NO.: R-2022-050

Amending Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add the Naval Criminal Investigative Service to the list of agencies

WHEREAS, on January 18, 2022, the Mayor and City Council approved Resolution No.: R-2022-005 approving and ratifying mutual aid agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and authorizing the City of Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements; and,

WHEREAS, Resolution No.: R-2022-005 requires any amendment or necessary change to the list of entities to be approved by City Council and through an express written amendment; and,

WHEREAS, the Naval Criminal Investigative Service is to be added to the list of agencies; and, NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2022, that the Naval Criminal Investigative Service be added to the list of agencies.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:


Deputy City Attorney _____

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"
RESOLUTION NO.: R-2022-050

MUNICIPALITY/COUNTY	STATE AGENCIES
Aiken County Sheriff	State Museum
Batesburg-Leesville Police Dept.	SC Department of Natural Resources
Bishopville Police Dept.	SC Department of Probation, Pardon and Parole
Camden Police Dept.	SC Department of Public Safety
Cayce Police Dept.	SLED
Charleston County Sheriff	South Carolina Criminal Justice Council
Charleston Police Dept.	South Carolina Criminal Justice Academy
Cherokee County Sheriff	South Carolina Department of Corrections
Chester County Sheriff	
Chesterfield County Sheriff	
Clemson University Police Dept.	
Darlington County Sheriff	
Elgin Police Dept.	
Fairfield County Sheriff	
Florence County Sheriff	
Florence Police Dept.	
Forest Acres Police Dept	
Greenville Police Dept.	
Greenville County Sheriff	
Horry County Police Dept.	
Irmo Police Dept.	
Kershaw County Sheriff	
Lancaster County Sheriff	
Lexington County Sheriff	
Lexington Police Dept.	
Myrtle Beach Police Dept.	
Newberry County Sheriff	
North Charleston Police Dept.	
North Myrtle Beach Police Dept.	
Orangeburg County Sheriff	
Orangeburg Department of Public Safety	
Richland County Sheriff	
Spartanburg County Sheriff	
Spartanburg Department of Public Safety	
Springdale Police Dept.	
Sumter County Sheriff	
Sumter Police Dept.	
West Columbia Police Dept.	

OTHER ENTITIES

Allen University
Benedict College
Columbia College
Commission on Accreditation for Law Enforcement Agencies, Inc.
Congaree Swamp National Park
Drug Enforcement Agency
Federal Bureau of Investigations
Department of Homeland Security
Irmo-Chapin Recreation Commission
Irmo Fire District
LARADAC, The Behavioral Health Center of the Midlands
Midlands Technical College
The Naval Criminal Investigative Service
Richland County School District One
River Alliance
South Carolina State University
University of South Carolina Division of Public Safety
U.S. Department of Veterans Affairs Columbia Health Care System
United States Law Enforcement
United States Marine Corps, Special Operations Command (MARSCO)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2022-040

Authorizing consumption of beer and wine only at Because We Care Fundraiser on Saturday, September 10, 2022

WHEREAS, Because We Care is hosting Because We Care Fundraiser on Saturday, September 10, 2022 from 6:00 p.m. until 10:00 p.m.; and,

WHEREAS, Because We Care has requested permission for the temporary closing and use of the 1300 block of Lady Street beginning at 1305 Lady Street, intersecting Sumter Street and continuing past 1225 Lady Street and Sumter Street beginning at 1231 Sumter Street, intersecting Lady Street and continuing past the Concord Building at 1300 Sumter Street for We Care Fundraiser from 8:00 a.m. until 11:59 p.m. for preparation and staging of the area for an outdoor event to be held between 6:00 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only on Saturday, September 10, 2022 from 6:30 p.m. until 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 1300 block of Lady Street beginning at 1305 Lady Street, intersecting Sumter Street and continuing past 1225 Lady Street and Sumter Street beginning at 1231 Sumter Street, intersecting Lady Street and continuing past the Concord Building at 1300 Sumter 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, September 10, 2022 from 6:00 p.m. to 10:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1300 block of Lady Street beginning at 1305 Lady Street, intersecting Sumter Street and continuing past 1225 Lady Street and Sumter Street beginning at 1231 Sumter Street, intersecting Lady Street and continuing past the Concord Building at 1300 Sumter 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. 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

LEGAL DEPARTMENT DRAFT

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 8:00 a.m. until 11:59 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 _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:30 p.m. and 9:30 p.m. on Saturday, September 10, 2022; 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

LEGAL DEPARTMENT DRAFT

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 the closed portion of 1300 block of Lady Street beginning at 1305 Lady Street, intersecting Sumter Street and continuing past 1225 Lady Street and Sumter Street beginning at 1231 Sumter Street, intersecting Lady Street and continuing past the Concord Building at 1300 Sumter Street 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 provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 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, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1300 block of Lady Street to 1231 Lady Street (half block) and the 1300 block of Sumter Street to Marion Street (half block), 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. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

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 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.

LEGAL DEPARTMENT DRAFT

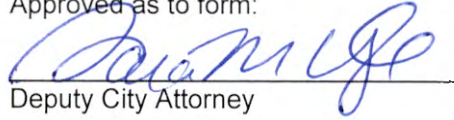
Requested by:

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

DATE OF REQUEST	April 20, 2022	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Bianca Shelton bianca@crawfordaustinagency.com 803.995.0816	22.b
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	900			
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)				
Because We Care Fundraiser				
DATE(S) OF EVENTS: (multiple day can be on one request)				
Saturday, September 10, 2022				
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.)				
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1300 blocks of 1300 Sumter Street and 1300 Lady Street 1300 block to 1200 Main Street (half block) 1300 Lady street to 1300 Marion Street 1300 Sumter Street to 1231 Sumter Street (half block) 1300 Sumter Street to 1300 Washington Street (half block)			
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)	1300 blocks Sumter Street and Lady Street 1300 block to 1200 Main Street (half block) 1300 Lady Street to 1300 Marion Street 1300 Sumter Street to 1231 Gervais Street (half block) 1300 Sumter Street to 1300 Washington Street (half block)			
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	8:00 a.m. to 11:59 p.m.			
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	6:00 p.m. - 10 p.m.			
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (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.)*	6:30 p.m. - 9:30 p.m.			

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

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 may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. 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.

***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 events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

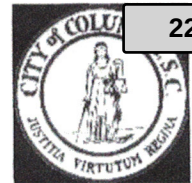
NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

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
 Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
 Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
 Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
 Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
 Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM



22.b

I, Because We Care Fundraiser, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Corner of 1300 Sumter Street and 1300 Lady Street
(Location for Assignment)

for the time period of September 10, 2022 8:00 a.m. - 11:00 p.m.
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

4/20/22

DATE

803-995-0816

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

03-0606592

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

CITY OF COLUMBIA
APPLICATION FOR PARADE PERMIT

Print Form

22.b

Name of Person Seeking Permit Bianca C. Shelton Date 4/20/22
Address 701 Gervias Street, Suite 150-144 Columbia, SC 29201 Phone 803.995.0816
Signature _____

Organization Asking for Permit Because We Care Foundation
Address 701 Gervias Street, Suite 150-144 Columbia, SC 29201 Phone 803.995.0816

Name of Parade Chairman Bianca C. Shelton
Address 701 Gervias Street, Suite 150-144 Columbia, SC 29201 Phone 803.995.0816

Date of Proposed Parade Saturday, September 10, 2022 Assembly Time 8:00 a.m.
Starting Time 8:00 a.m. Termination Time 11:59 p.m.

Parade Route:

Assembly Area: Corner of 1300 Sumter Street and 1300 Lady Street
Starting Point: Corner of 1300 Sumter Street and 1300 Lady Street
Route: _____

Termination Point: 1300 Sumter Street

Number Participating in Parade: Persons 900
Animals (describe) _____
Vehicles (describe) _____

Purpose of Parade Fundraising event

PARADE PERMIT

- ☐ Granted as applied for:
☐ Granted as applied for with the following conditions (see attachment):
☐ Denied - Reason: _____
☐ Alternative Permit will be granted with the following conditions: _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days.

Date _____

Office of the Chief
Columbia, South Carolina

RESOLUTION NO.: R-2022-047

Authorizing consumption of beer and wine only at NoMa Warehouse, 2222 Sumter Street, Indah Coffee, 2238 Sumter Street and the portion of Sumter Street between Jefferson Street and Franklin Street for the 11th Annual Palmetto Tasty Tomato Festival (a Fundraiser benefitting Sustainable Midlands) on Saturday, July 23, 2022

WHEREAS, Sustainable Midlands is hosting the 11th Annual Palmetto Tasty Tomato Festival (a Fundraiser benefitting Sustainable Midlands) on Saturday, July 23, 2022 from 11:00 a.m. until 4:00 p.m.; and,

WHEREAS, Sustainable Midlands has requested permission for the temporary closing and use of the portion of Sumter Street between Jefferson Street and Franklin Street the from 7:00 a.m. until 5:00 p.m. for preparation and staging of the area for an outdoor event to be held between 11:00 a.m. until 4:00 p.m., and for patrons to consume beer and wine beverages only on Saturday, July 23, 2022 from 11:00 a.m. until 3:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at NoMa Warehouse, 2222 Sumter Street, Indah Coffee, 2238 Sumter Street and the portion of Sumter Street between Jefferson Street and Franklin 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, July 23, 2022 from 11:00 a.m. to 4:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at NoMa Warehouse, 2222 Sumter Street, Indah Coffee, 2238 Sumter Street and the portion of Sumter Street between Jefferson Street and Franklin 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. 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. until 5:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 11:00 a.m. and 3:30 p.m. on Saturday, July 23, 2022; 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 NoMa Warehouse, 2222 Sumter Street, Indah Coffee, 2238 Sumter Street and the closed portion of Sumter Street between Jefferson Street and Franklin Street, 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 provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 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, 1998 Code of Ordinances of the City of Columbia, South Carolina, NoMa Warehouse, 2222 Sumter Street, Indah Coffee, 2238 Sumter Street and the closed portion of Sumter Street between Jefferson Street and Franklin Street 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. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

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 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.

LEGAL DEPARTMENT DRAFT

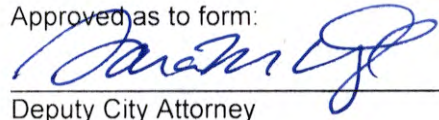
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2022-055

Authorizing consumption of beer and wine only at the 2022 Second Artistic Showcase Festival/Vendor Event at Maxcy Gregg Park, 1651 Park Circle on Saturday, July 23, 2022, with a Rain Contingency Date of Saturday, July 30, 2022

WHEREAS, Takeria Smith ("Sponsor") is sponsoring the 2022 Second Artistic Showcase Festival/Vendor Event on Saturday, July 23, 2022 at Maxcy Gregg Park, 1651 Park Circle, with a contingency date of Saturday, July 30, 2022; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 2:00 p.m. until 9:00 p.m. of Maxcy Gregg Park, 1651 Park Circle, for set up, clean up, and staging of the event to be held on Saturday, July 23, 2022 from 3:00 p.m. until 8:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 3:00 p.m. until 7:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in Maxcy Gregg Park, 1651 Park Circle, 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, July 23, 2022, from 3:00 p.m. until 8:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Maxcy Gregg Park, 1651 Park Circle, 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.

LEGAL DEPARTMENT DRAFT

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 2:00 p.m. until 9:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, 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 7:30 p.m. on Saturday, July 23, 2022 with a contingency date of Saturday, July 30, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

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 Maxcy Gregg Park, 1651 Park Circle, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

LEGAL DEPARTMENT DRAFT

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive 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 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.

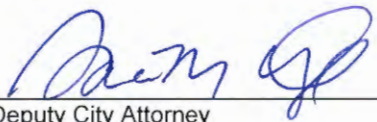
Requested by:

Assistant City Manager Shealy _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

4/12/2022

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

80

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Takeria Smith
Keviasmith93@gmail.com
803-446-3429

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

2022 Second Artistic Showcase Festival/ Vendor Event

DATE(S) OF EVENTS: (multiple day can be on one request)

July 23, 2022

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.)

April 16, 2022

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)1651 Maxcy Gregg Park
Columbia SC, 29201STREET(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)Maxcy Gregg Park
1651 Park Circle
Columbia SC, 29201

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

2 pm-9 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

3 pm- 8 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(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 pm- 7:30 pm

***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) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. 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.

***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 events to residential properties. **ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. 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 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

Legal Department - 803-737-4242; fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argo@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 9/1/2021