

ORDINANCE NO.: 2013-083

*Authorizing the City Manager to execute a Lease Agreement between the City of Columbia, Bright-Meyers 2001 LLC and Shanahan & Company, LLC for lease of the property known as Capital City Stadium*

ORIGINAL  
STAMPED IN RED

BE IT ORDAINED by the Mayor and City Council this 1st day of October, 2013, that the City Manager is authorized to execute the attached Lease Agreement between the City of Columbia, Bright-Meyers 2001 LLC and Shanahan & Company, LLC.

Requested by:

Assistant City Manager Gentry

  
\_\_\_\_\_  
Mayor

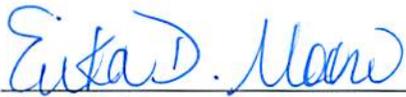
Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 9/17/2013  
Final Reading: 10/1/2013

**SECOND AMENDMENT TO PURCHASE AGREEMENT**

This Second Amendment to Purchase Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

**WITNESSETH:**

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement; NOW, THEREFORE

IT IS HEREBY AGREED, for and in consideration of the sum of ONE THOUSAND and NO/100 (\$1,000.00) DOLLARS as earnest money, the receipt and sufficiency of which is hereby acknowledge, the Agreement is hereby amended as follows:

Paragraph 2(a) is hereby amended to allow for the Earnest Money to be refundable to Buyer in the event Buyer terminates this contract for any reason during the initial 450 days.

Paragraph 14 is hereby amended to allow for the closing to take place not later than 22 months after the Effective Date of this contract as defined in Section 18.

Paragraph 21 is hereby amended to read that the Purchaser shall have 480 days from the Effective Date to deliver to the Seller documentation certifying that the contingencies have been satisfied.

Except as modified and amended hereby, all the terms, covenants and conditions of said Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this day and year first above written.

WITNESSES:

Erika D. Magro  
87 D...

Nail Meyer  
Clinton...

SELLER: CITY OF COLUMBIA

BY: Teresa B. Wilson  
Teresa B. Wilson  
ITS: City Manager

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY: [Signature]  
ITS: Vice President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

AGREEMENT OF SALE

This Agreement is made by and between the City of Columbia ("Seller") and Bright-Meyers 2001, LLC ("Buyer").

Subject to the following terms and conditions, it is agreed that:

1. **PROPERTY DESCRIPTION.** Buyer agrees to buy and Seller agrees to sell all that parcel of land, with the buildings and improvements thereon, situated in Richland County, South Carolina, containing approximately five and 97/100 (5.97) acres and designated as Tax Map No. R11204-02-02, and being more particularly shown on the plat attached as Exhibit A which is incorporated herein by specific reference thereto.

2. **PRICE.** The purchase price is One Million (\$1,000,000.00) Dollars, payable by the Buyer to the Seller as follows:

(a) Upon the execution of this Agreement, the Buyer shall deposit with Seller or with a title insurance agency or law firm in Columbia, South Carolina acceptable to Seller ("Escrow Agent") Twenty-Five Thousand and No/100 (\$25,000.00) Dollars as Earnest Money. The Earnest Money shall be refundable to Buyer in the event Buyer terminates this contract for any reason during the initial one hundred and fifty days.

(b) Upon delivery of the deed, Buyer shall pay to Seller Nine Hundred and Seventy-Five Thousand and No/100 (\$975,000.00) Dollars by cashier's check or certified check.

3. **CLOSING COSTS.** Seller shall pay for deed preparation. All other closing costs, prepaid items, or expenses of sale, including the deed recording fee, will be borne by the Buyer.

4. **OTHER PROPERTY:** None

5. **CONDITIONS AND RESTRICTIONS.** The Seller shall convey the property described in Paragraph 1 hereof to the Buyer in fee simple by proper limited warranty deed, free from all liens and encumbrances except as are herein agreed to. The Buyer agrees to accept the property subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat; also, any state of facts that an accurate survey would show.

6. **CONDITION OF PROPERTY.** The Buyer agrees to purchase the property "AS IS". THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF HABITABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. (Buyer initial)

if sent by certified mail, postage prepaid, with return receipt requested, or by next day or second day private courier service, to the

**BUYER:** Bright-Meyers 2001, LLC  
Attn: Matt Sasser  
5881 Glenridge Drive, Suite 220  
Atlanta, GA 30328  
404-446-0225

**SELLER:** City of Columbia  
Attn: Steve Gantt  
PO Box 147  
Columbia, SC 29217

Any notice to extend this Agreement and the accompanying Earnest Money payment shall be mailed in above manner prior to midnight of the last day of the then current period.

17. **SURVIVAL.** This contract shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns; and shall survive the execution and delivery of the deed.

18. **EFFECTIVE DATE.** The effective date of this contract shall be the date on which the last party hereto executes this agreement. All parties acknowledge and agree that facsimile signatures shall be binding as of the date of execution and that the parties further agree, as may be required, to execute originals at a later date.

19. **FORCE MAJEURE.** In the event that a party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, inability to procure materials, failure of electrical power, governmental laws or regulations, riots, insurrection, war or other similar or dissimilar reasons beyond their control, such act shall be excused for the period of delay caused thereby and the period, or date, for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. **ONLY CONTRACT.** The parties hereto further agree that this written contract expresses the entire agreement between the parties and may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this contract.

21. **CONTINGENCIES.** This contract is contingent upon the following:

(a) The property shown in Exhibit A must have commercial zoning that would permit development of a shopping center. If such zoning is not currently in place, Buyer shall be permitted to take the steps necessary to rezone the property to such a designation. Seller agrees to cooperate with the rezoning at no cost to Seller.

(b) Buyer must be able to place the adjacent property owned by SCE&G under contract. Buyer agrees to make its best effort to place said property under contract.

Buyer must deliver to the Seller a document certifying that these contingencies have been satisfied within one hundred and eighty days of the Effective Date or this contract is terminated. In that event, Seller shall refund the earnest money to Buyer and the parties shall have no further obligations to each other.

work. Buyer shall pay for and oversee the work and be responsible for ensuring that it is performed in accordance with the plans and specifications-and in a workman like manner.

Seller will obligate up to Five Hundred Thousand and No/100 (\$500,000.00) Dollars of the proceeds realized from the sale of the property to make improvements to Rocky Branch which will further reduce flooding and further improve water quality. These improvements will be made by the Seller after the Buyer has completed improvements to reduce flooding and further improve water quality in Rocky Branch as required of the Buyer in this Agreement of Sale. The type of improvements to be made by the Seller shall be in the Seller's sole and exclusive discretion.

Any ongoing maintenance cost during the Corp of Engineers and DHEC compliance period shall be performed by the Buyer and the expense shared 50/50 between Buyer and Seller.

Buyer and Seller agree to fully comply with the requirements set forth in this Paragraph (Paragraph 24). If the event the Buyer or the Seller fails to comply with the requirements set forth in this Paragraph (Paragraph 24), the Buyer or Seller shall have all the rights at law or in equity for breach, including specific performance. This Paragraph (Paragraph 24) shall survive closing and the execution and delivery of the deed and remain as enforceable contractual obligations owed by the Buyer to the Seller or vice versa.

25. In the event the Buyer is unable to procure a waiver or variance from complying with Richland County's Floodplain Ordinance requirements or identify alternatives to such waiver acceptable to and approved by the City, then this Agreement of Sale and the contractual obligations contained herein shall become null and void and unenforceable.

WITNESSES:

Cari J. Quinn  
Elizabeth J. [unclear]  
AS TO SELLER

CITY OF COLUMBIA  
(SELLER)

BY: [Signature] 8/27/12  
Steven A. Gantt  
ITS: City Manager

[Signature]  
[Signature]  
AS TO BUYER

BRIGHT-MEYERS 2001, LLC  
(BUYER)

BY: [Signature] 8/23/12  
Matt Sasser  
ITS: Vice President

**EXHIBIT "B" - COMMERCIAL DEVELOPMENT GUIDELINES  
CAPITAL CITY BALL PARK  
September 19, 2011 – Revised July 19, 2012**

**I. Introduction**

**A. Intent.** The Intent of these guidelines is to provide for a coordinated development with regard to site planning, architecture, building materials, landscaping, and associated improvements. In addition the intent of these guidelines is too provided for a pedestrian friendly and multi model development that allows for connectivity to the city and surrounding neighborhoods through pedestrian, cycling, and vehicular access. These guidelines have been developed with the concept that the uses and buildings will consist of larger retail "big box over 40,000 sf", medium commercial development (16,000 to 40,000 sf), inline retail, free standing commercial development and restaurants with associated site amenities.

**B. Review.** Review of site, building and overall design of the project shall occur by a committee of city staff consisting of the Director of Planning and Development Services, Planning Administrator, and the City Storm Water Engineer.

**C. Interpretation.** At times, the guidelines of this document may require interpretation or variation due to unforeseen site conditions. The interpretation of the guidelines shall be made by the Planning Administrator, and confirmed by the review committee. The committee may consult with various professionals beyond the committee for expert advice.

**D. Appeal.** If for any reason there is an issue which can not be resolved between the review team and the developer, project engineer, architect, etc. Than the issue shall be forwarded to the City Manager's office by either party for a formal decision from the City Manager after hearing each groups concern.

**E.** As noted In Item A above the uses anticipated for the development have been commercial. It is possible through existing zoning or future rezoning that other development types, uses, typologies, massing, densities, could be considered for the project. These uses could consist of manufacturing, warehousing, office. In addition with additional approvals such as rezoning, special exceptions, etc. additional uses such as residential, office, drive-thru facilities, day cares, etc. could potentially occur. When these additional uses, building typologies, building forms, building massing, building materials, etc. are considered than additional standards shall be required. These additional standards shall be developed by all parties and mutually agreed upon, such additional standards shall meet the intent listed in I. A. and Aesthetic Character listed in II. A. of these guidelines.

**II. Aesthetic Character**

**A. Architectural Style:** There shall be no specific architectural requirement for the development. However the entire development shall be designed as unified whole. Architectural Inspiration shall be from vernacular and traditional styles of architecture for Columbia, USC, Capital, and the Midlands Region. Modern or Contemporary Inspirations of said vernacular traditions are appropriate.

Such faux architectural devices may include, but are not limited to spandrel glass windows rather than vision glass, pilasters rather than columns, arcaded screen walls rather than pergolas, or other similar architectural substitutions. Faux elements should only be used when all other attempts to treat the façades equally have been explored.

5. **Larger service areas.** When a retail building has a service area that extends the entire length of a building, creating a distinct back; and this back of building is adjacent to a public right of way and/or parking area, the service area shall be screened by a dense landscape screen, which at the time of installation, will allow a minimum of 50% the façade to be visible from the right of way. This landscape screen shall at the time of maturity provide 100% screening of the service area. This requirement may require additional plantings beyond the general landscaping requirements of the Zoning Code of the City of Columbia.

**D. Architectural Details:** The architectural details of a building provide the greatest level of visual interest and scale. Building to a human scale, reducing massive aesthetic effects, will allow for local and regional architectural character to be recognized.

1. The following architectural details shall occur on each façade of the building, and details shall be coordinated with the overall design and character of the structure.

- Color Change
- Texture change
- Material module bay changes

2. The following architectural details are required.

a) Entry doors for commercial buildings shall have a functioning primary entry from the public and/or private sidewalk.

**E. Retaining Walls** Retaining walls often can be a strong visual presence within the landscape. The design and integration of such walls are important to the overall design of a site.

1. **Landscaping:** Retaining walls with a height higher than three feet shall be screened by vegetation that at the time of maturity will screen 65% of the retaining wall. The landscape design shall be integrated with the overall landscaping of the site. Landscape plantings shall be a mixture of evergreen and deciduous trees and shrubs, with a variety of shapes and sizes. Grasses, ground covers, ivies, and other plants are also encouraged to provide color and texture difference.

2. **Materials Visible from Rights of Way and other Public or Semi Public Areas.:** Retaining walls may be constructed out of brick veneer with block or cast in place structural back up, cast in place concrete, natural stone. Retaining walls constructed out of architectural cast in place concrete shall have a natural finish. When architectural cast in place concrete is used the upper 2 feet of such concrete wall shall have some articulation consisting of reveals, score lines, or cast in place architectural features. Other materials may be considered on a case by case basis.

3. **Materials – Not Visible from right of way, in service areas, under parking decks, and adjacent to naturalized areas:** In addition to the items listed in 2. above retaining walls may be constructed out of split face or decorative concrete block

Generally EFIS should be keep to a minimum and not exceed 1/3 of any façade.

(j) EFIS when used for architectural elements (cornices, window hoods, accent panels), sign bands, and other accents elements.

(k) TRESPA

(2) **Rear Facades.** In addition to the materials that are allowed for main façade the following additional materials are acceptable on rear and side facades.

(a) Integral colored architectural split face block.

(b) EFIS, when used above ten (10) feet of grade.

(c) Precast Concrete tilt up panels, when such panels have architectural details

(d) TRESPA

(e) Painted split face block – when not visible from public rights of ways or public parking or pedestrian areas.

(f) Smooth face block – when painted or integral color, - located in rear utility areas, loading areas, truck docks, and similar service areas.

(3) **Building located adjacent to right of way or entry drive location.** Facades that are visible from rights of way or the first 250 feet of public entry drives shall be considered a primary or secondary façade due to its exposure to a public right of way.

b) **Buildings under 40,000 SF**

(1) **Primary and Secondary Façades**

(a) Clear Glass (tinted or energy coatings acceptable)

(b) Glass Block

(c) New or Used Clay Face Brick

(d) Cut Stone or Cast Stone

(e) Cultured Stone Products

(f) Quick Brick or similar

(g) Integral colored architectural split face block.

(h) Architectural Cast in Place Concrete

(i) Architectural Metal Panel Systems

(j) Tresa panel system (or similar)

(k) EFIS, when used as a wall cladding material located a minimum 6 feet above from directly adjacent surface grade, and shall not be the predominate material of any wall or façade. Generally EFIS should be keep to a minimum and not exceed 1/3 of any façade.

(l) EFIS when used for architectural elements (cornices, window hoods, accent panels), sign bands, and other accents elements.

guideline as to the appropriate dispersal of material selections on building larger than 40,000 square feet.

Building Elevation	Preferred Material	Goal Range
Primary Facade	Clay like product (face brick, quick brick or similar)	35%
Primary Facade	Integral colored Architectural split face Concrete Block	25%
Primary Facade	<p>Glazing</p> <p>The following shall be applicable:</p> <ol style="list-style-type: none"> <li>1. The percent of glazing shall be calculated from the finish grade of the 1<sup>st</sup> floor elevation.</li> <li>2. The calculation shall include all wall surface area up to 12 feet.</li> <li>3. The portions of a building facade over 12 feet shall be excluded from this calculation.</li> <li>4. If the height of the building facade is less than 12 feet than the entire facade shall meet the glazing requirements.</li> <li>5. Spandrel Glass shall be used for not more than 50% of glazing percentage</li> <li>6. Spandrel Glazing may be increased when spandrel windows are designed to have interior high time illumination and when overall glazing is increased to 25% of the overall façade.</li> <li>7. When unique site conditions are present and all other section 1-5,7 have been meet and explored architectural elements such as trellises, 3 dimensional designs, detailed brick patterns, fountains, or other design elements may be substituted for glazing requirements at the discretion of the city committee for review as indicated in section I. (Review) of this document.</li> </ol>	20%

Chart Continued See Below:

<b>Building Elevation</b>	<b>Preferred Material</b>	<b>Goal Range</b>
Primary Facade	Clay like product (face brick, quick brick or similar)	35%
Primary Facade	Integral colored Architectural split face Concrete Block	25%
Primary Facade	<p>Glazing</p> <p>The following shall be applicable:</p> <ol style="list-style-type: none"> <li>1. The percent of glazing shall be calculated from the finish grade of the 1<sup>st</sup> floor elevation.</li> <li>2. The calculation shall include all wall surface area up to 12 feet.</li> <li>3. The portions of a building facade over 12 feet shall be excluded from this calculation.</li> <li>4. If the height of the building facade is less than 12 feet than the entire facade shall meet the glazing requirements.</li> <li>5. Spandrel Glass shall be used for not more than 50% of glazing percentage</li> <li>6. Spandrel Glazing may be increased when spandrel windows are designed to have interior night time illumination and when overall glazing is increased to 25% of the overall facade.</li> </ol>	20%

Chart Continued See Below:

Building Elevation	Preferred Material	Goal Range
Primary Facade	Clay like product (face brick, quick brick or similar)	35 %
Primary Facade	Integral colored Architectural split face Concrete Block	30%
Primary Facade	<p>Glazing</p> <p>The following shall be applicable:</p> <ol style="list-style-type: none"> <li>1'. The percent of glazing shall be calculated from the finish grade of the 1<sup>st</sup> floor elevation.</li> <li>2. The calculation shall include all wall surface area up to 12 feet.</li> <li>3. The portions of a building facade over 12 feet shall be excluded from this calculation.</li> <li>4. If the height of the building facade is less than 12 feet than the entire facade shall meet the glazing requirements.</li> <li>5. Spandrel Glass shall be used for not more than 50% of glazing percentage</li> <li>7. Spandrel Glazing may be increased when spandrel windows are designed to have interior nigh time illumination.</li> </ol>	20%
Primary Facade	EFIS used for architectural elements (cornices, window hoods, accent panels), sign bands, and other accents elements.	As appropriate given design and architectural style
Secondary Facade	Clay like product (face brick, quick brick or similar)	60
Secondary Facade	EFIS used for architectural elements, sign bands, and accents.	As appropriate given design and architectural style
Secondary Facade	<p>Glazing</p> <p>The following shall be applicable:</p> <ol style="list-style-type: none"> <li>1'. The percent of glazing shall be calculated from the finish grade of the 1<sup>st</sup> floor elevation.</li> <li>2. The calculation shall include all wall surface area up to 12 feet.</li> <li>3. The portions of a building facade over 12 feet shall be excluded from this calculation.</li> <li>4. If the height of the building facade is less than 12 feet than the entire facade shall meet the glazing requirements.</li> <li>5. Spandrel Glass shall be used for not more than 50% of glazing percentage</li> <li>6. Spandrel Glazing may be increased or substituted when spandrel windows are designed to have interior nigh time illumination.</li> </ol>	10%
Secondary Facade	Integral colored Architectural split face Concrete Block	50%
Rear Facade	Facades of primary and secondary facades shall turn the corner of the building onto the rear façade for approximately 20 feet.	At least 3 Material variations.

4. Building colors. Façade colors shall be low reflectance, subtle, neutral or earth tone colors. Colors that are traditional to Columbia and the Midlands region are

**A. Connectivity to street.**

**1. Pedestrian accessibility allows for the development to interconnect to the surrounding neighborhoods, allow for alternative modes of travel, and create a safer and friendlier site design for all once they have left their vehicles. Pedestrian connectivity and access to, and through, the site creates a more positive and inviting impression of the development.**

**a) The entire site shall be designed for pedestrian connectivity.**

**b) A minimum of one pedestrian connection to the site from each public right of way shall be provided for each vehicular access point. Pedestrian connections that are adjacent to a vehicular access point shall be separated by a minimum of six (6) feet of green space, unless such access is located directly into a stair/elevator tower of a parking structure or a parking deck ramp.**

**c) Internal pedestrian connections shall interconnect with one another, and shall provide continental painted crosswalks at each point of crossing of vehicular areas.**

**d) Pedestrian areas to rear support functions and other non-semipublic areas are not required.**

**2. Cyclist accessibility allows for the development to interconnect to the surrounding neighborhoods, student housing areas, the university, and neighborhoods beyond pedestrian accessibility. Bicycle connectivity and access to and through the site creates a more positive and inviting impression of the development.**

**a) Bicycle facilities shall be provided at a rate of one connection for each vehicular access point provided. Facilities shall be limited to interior circulation routes and not the general parking areas for vehicles. Appropriate facilities may include but not limited to dedicated bike lane adjacent to the vehicular travel lane route, a separated facility, or driving lanes with clearly marked sharrow markings. (shared lane marking).**

**b) A separated dedicated bike lane shall be provided parallel to Assembly Street and shall be designed to allow future north south connections; such bike way shall connect to the Rock Creek Greenway. Refer to exhibit A.**

**c) Bike facilities and pavement markings shall be analyzed for the intersection of Assembly and the Main Entry and should be based upon final circulation layout and overall design.**

**2. Pedestrian areas for multi-tenant structures under 40,000SF shall provide the following minimum standards:**

- a) The total width of the pedestrian walkway shall project a minimum of ten (10) feet from the main entry door towards the driving lane or parking area.
- b) One (1) bench per each 75 feet or fraction of the total linear length of the front façade. Benches shall be located near entrances and areas of pedestrian activity.
- c) One (1) shade tree shall be provided for every 80 feet or fraction of the total linear length of the front façade. Trees shall be planted in tree wells, or parking lot islands that are adjacent to walkways. Trees may be grouped. The locations of trees shall be balanced with their purpose of providing shade to pedestrians while shopping during days when the temperature is hot.
- d) Pedestrian areas located along the main façade of the building that are greater than ten (10) feet in width shall be treated as plaza areas, and shall have a mixture of pergolas, landscaping, low knee walls, benches, awnings and similar elements.
- e) Pedestrian zones shall be paved with concrete, pavers, or sustainable paving products. Pavement shall provide an interesting pattern, scoring or similar treatment.
- f) In addition to standard parking lot lighting, front façade sidewalks shall be illuminated with pedestrian scaled fixtures. Pole distance and quantity shall be determined based an average of 80 ft and upon site design and standard illumination levels. Alternative sustainable lighting is encouraged over standard illumination.

**3. Pedestrian areas around freestanding buildings or structures locate on the upper level of a parking structures under 40,000SF shall provide with the following minimum standards:**

- a) The minimum width of pedestrian walkways shall be five (5) feet, and shall comply with all ADA requirements.
- b) Two (2) benches per each entry. Benches shall be located near entrances and areas of pedestrian activity.
- c) Freestanding buildings (single tenant) (not located on a parking structure) shall provide One (1) shade tree shall be provided for every 60 feet or fraction of the total linear length of the front façade. Trees shall be planted in tree wells, or parking lot islands that are adjacent to walkways. Trees may be grouped. The locations of trees shall be balanced with their purpose of providing shade to pedestrians while shopping during days when the temperature is hot.
- d) Retail Structures located on top of parking structures shall provide groupings of planters. Generally one group of planters shall be provided for every 1,000 sf of retail space. One-Third of the planters shall contain a small ornamental tree. Planters shall contain a variety of deciduous and evergreen foliage to provide seasonal interest. Seasonal plantings and color is strongly encouraged. Appropriate irrigation shall be provided. Container sizes shall be varied in size. Installation of planters shall not interfere with pedestrian circulation or ADA compliance.
- e) When structures are located at upper levels of parking structures and trees are not feasible architectural elements such as pergolas shall be

**IV. Site amenities and Improvements**

**A. Outdoor Storage, Trash Collection, and Loading Area.**

1. Loading areas and outdoor storage areas exert visual and noise impacts onto the surrounding neighborhoods. These areas when visible from adjoining properties and/or public streets, shall be screened, recessed, and enclosed.

2. Non-enclosed areas for storage and sale of seasonal inventory shall be permanently defined and screened within walls and fences. Materials colors and the design of the screen wall and/or fences shall conform to those used as predominate materials and colors of the building. In such areas that are to be covered, the covering shall conform to those used as permanent materials, and colors on the building. When inventory is visible from outside the storage area a semitransparent screening devised, such as a wind screen, shall be utilized on the inside of the fence.

**B. Lighting.** In addition to lighting criteria located within other sections of this document the following lighting guidelines shall apply:

1. Alternative sustainable lighting is strongly encouraged
2. All lighting shall be full cut off style fixtures.
3. No pole light shall be higher than 40 feet from its mount; the developer shall when possible provide lower poles in smaller parking fields.
4. Pedestrian style lighting shall be provided along the entry facades of each structure. Pedestrian lighting within the site shall coordinate with the City of Columbia Standard for the downtown area and be full cut off when appropriate

**C. Landscaping.** Landscaping shall comply with the City of Columbia municipal ordinance and other portions of this document where landscaping is specifically required or noted.

1. **Stormwater Basins and Associated Facilities.** Landscaping shall be required in and around all stormwater management basins according to the following:

a.) All areas of stormwater management basins include basin floors, side slopes, berms, impoundment structure, or other earth structure shall be planted with cover vegetation such as lawn, grass, or naturalized plantings specifically suited for stormwater basins.

b.) Lawn areas shall be sodded or hydro-seeded to minimize erosion during the establishment period, and once established, these areas shall be maintained at a height of not more than six inches.

c.) Naturalized cover plantings, such as wildflowers, meadows, and nonaggressive grasses specifically designed for the permanently wet, intermittently wet, and usually dry areas of stormwater basins may be planted as an alternative to lawn grass given:

- 1.) The plantings provide continuous cover to all areas of the basin.
- 2.) The plantings do not interfere in the safe and efficient function of the basin as determined by the municipal stormwater engineer

d.) Trees and shrubs shall be allowed in and around stormwater basins given they do not interfere in the proper function of the basin and no trees are

Maximum height of 10 ft. Maximum of one freestanding sign per development.

2. Group development signage:
  - a) Freestanding monument style group development sign with masonry to match the closest building's materials. Base to be not taller than 4 feet. Sign area to be a maximum of 180 sf, with space to be divided among tenants. Maximum height 15 feet. Sign face to be aluminum cabinet with aluminum face with push through acrylic letters. Illumination may be internally illuminated.
3. Wall Signs:
  - a) Size, number, and height shall follow municipal zoning code for the parcel's zoning. Illumination may be internal using either an aluminum cabinet with aluminum face with push through acrylic letters, or channel letters with aluminum face with reverse-lit halo illumination. If exterior raceways are to be used raceways shall match the color of the adjoining building material.
4. On Site directional signage.
  - a) All on site directional signage shall comply with the City of Columbia municipal code.
  - b) All on site directional signage shall have a common design and theme.
5. Group Development Signage on an accessory structure—Wall sign. An accessory structure wall sign is a sign mounted to an accessory structure. The accessory structure may be a tower or other similar accessory structure.
  - a) Size. May not exceed 100 square feet pre facade. In no circumstance may the sign exceed 75 percent of the wall area on which it is erected.
  - b) Location.
    - (1) Shall be mounted directly on the accessory structure.
    - (2) Shall not extend more than 12 inches from the face of the structure.
    - (3) Construction. No exposed raceways, conduits or transformers are permitted.
  - c) Design.
    - (1) When projections on the wall face prevent the erection of the sign against the wall face, the space between the back of the sign and the wall must be closed at the top, bottom and ends with noncombustible materials.
  - d) Illumination.
    - (1) The sign may have internally illuminated or non-illuminated lettering and graphics applied to the face of the panel attached to the wall.
    - (2) The sign may include neon tubing attached directly to a wall surface when forming a border for the subject matter, or when forming letters, logos or pictorial designs.
    - (3) Individual letters or graphics may glow with a halo-illumination effect. The use of neon is permitted.



EXHIBIT "D" – MINUTES OF JUNE 5, 2012  
CITY COUNCIL MEETING



CITY OF COLUMBIA  
CITY COUNCIL MEETING MINUTES  
TUESDAY, JUNE 5, 2012  
6:00 P.M.  
CITY HALL – COUNCIL CHAMBERS  
1737 MAIN STREET

The Columbia City Council conducted a Regular Meeting and Public Hearings on Tuesday, June 5, 2012 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:11 p.m. The following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Daniel J. Rickenmann, The Honorable Belinda F. Gergel and The Honorable Leona K. Plaugh. The Honorable Brian DeQuincey Newman arrived at 6:12 p.m. Also present were Mr. Steven A. Gantt, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

Chaplain Michael Letts, Columbia Police Department offered the Invocation.

**ADOPTION OF THE AGENDA**

Councilor Plaugh noted that **Item 31** is a large project valued at \$19 million and it would have been an example of local preference had the local vendor completed the appropriate paperwork. Staff will ensure that local contractors understand how this process works.

Upon a motion made by Mr. Davis and seconded by Dr. Gergel, Council voted unanimously to approve the adoption of the agenda, noting that **Item 4** will be held.

**PUBLIC INPUT RELATED TO AGENDA ITEMS**

*No one appeared at this time.*

**PRESENTATIONS**

1. Introduction of the May 2012 Employee of the Month – Mr. Joey Jaco, Director of Utilities and Engineering

Mr. Clarence Foxx, Meter Reader Supervisor introduced Ms. Linita A. Loyd, Water Account Specialist as the May 2012 Employee of the Month. As her former supervisor, he described her as an outstanding employee that definitely deserves this award.

Ms. Angela Adams, Water Customer Service Administrator says that Ms. Loyd did a wonderful job while working for Mr. Foxx and she will do a better job in the Customer Service Division.

Mayor Benjamin and Mr. Steven A. Gantt, City Manager presented Ms. Linita A. Loyd with a plaque and a token of appreciation for being selected as the May 2012 Employee of the Month.

Upon a motion made by Ms. Plough and seconded by Mr. Rickenmann, Council voted unanimously to request that staff develop recommendations for a program that focuses on employing Veterans at the City of Columbia.

6. **EnduringFX: Our Developing Partnership – Mr. S. Allison Baker, Senior Assistant City Manager and Mr. Jim Stritzinger, EnduringFX**

Mr. S. Allison Baker, Senior Assistant City Manager noted that Item 35 is second reading of an ordinance authorizing the City Manager to enter into an agreement with EnduringFX. I was instructed by the City Manager to meet with Ms. Plough to answer questions, but we ran out of time. We are ready and available to answer questions.

Mr. Jim Stritzinger, EnduringFX sought to answer questions regarding the business relationship with the City of Columbia. We intend to take Riverfront Park and the Drew Wellness Center to the next level. Your exercise at the parks will consist of using an RFID chip to track your workouts. When you finish your workout, we will have a flat panel video wall to highlight the positive things you're doing with your workout. We are building a full website to support the whole application. A mobile application goes along with it. In March, we applied for a major innovation contest sponsored by a large pharmaceutical company called Sanofi. Since then, we've attracted a lot of partners including the American Diabetes Association, JDRF, our 3 major research universities. Mr. Baker was gracious enough to go with us to New York to make a pitch on our behalf. Based on that presentation, we were selected as one of the top two finalists in the United States out of 100 companies. We have to do a community uptake experiment to show how well the community utilizes what we are building from June 6<sup>th</sup> to June 24<sup>th</sup>. We are launching the EFX 500, which is a 500 mile community challenge. We are asking members of the community to work together to walk 500 miles. The winner will be announced on July 16<sup>th</sup>. If you check out a chip during the upcoming Wellness Weekend on June 8<sup>th</sup> - 10<sup>th</sup> you can enter the Wellness Center for free. Our report is due to the judges on June 27<sup>th</sup>. We have an opportunity to win \$100,000 on July 16<sup>th</sup>.

Mayor Benjamin recognized representatives of Welvista, which is an organization that has a successful model committed to health and wellness, particularly, helping to meet the needs of the uninsured and underinsured by giving them access to prescription medications. Welvista also deals with pediatric dental issues.

Councilor Plough recalled her suggestion to not take 20% of EnduringFX's profits. A way to offset that would be for you to provide the Wi-Fi connections. That seems straight forward to me.

Mr. Jim Stritzinger, EnduringFX explained that it may be cost prohibitive, because there are no fiber optic cables at Riverfront Park. We were planning on servicing those locations via the 3G or 4G networks.

Mr. S. Allison Baker, Senior Assistant City Manager said that we already have Wi-Fi access at the Wellness Center, but that doesn't mean that Jim can't pay for it.

Councilor Devine asked that the City strongly push this through the Public Relations Department. We know that there is a huge need for this and it goes with the Lets Move! initiative.