

ORDINANCE NO.: 2011-075

Authorizing the City Manager to execute an Agreement of Sale between the City of Columbia and Bright-Meyers, LLC for the sale of 5.97 ± acres (Capital City Stadium), Richland County TMS #11204-02-02

BE IT ORDAINED by the Mayor and City Council this 11th day of October, 2011, that the City Manager is authorized to execute the attached Agreement of Sale between the City of Columbia and Bright-Meyers, LLC for the sale of 5.97 ± acres (Capital City Stadium), Richland County TMS #11204-02-02, for One Million and 00/100 (\$1,000,000.00) Dollars.

ORIGINAL
STAMPED IN RED

Requested by:

Steven A. Gantt, City Manager

SKD
MAYOR

Approved by:

Quasa Wilson
City Manager

Approved as to form:

[Signature]
City Attorney

ATTEST:

Erika D. Moore
City Clerk

Introduced: 9/20/2011
Final Reading: 10/11/2011

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)

7. **SELLER WARRANTY.** Seller warrants that to the best of its knowledge there is no environmental contamination affecting the property.

8. **RIGHT OF ENTRY.** Seller agrees that during the period that this contract is in effect, Buyer, its agents and employees shall have the right to enter upon the premises for the purpose of conducting thereon a boundary survey and soil tests; provided, however, that such activities do not interfere with the rights of either party to the lease currently in effect. Buyer shall restore the premises to their previous state following the soil tests. In addition, Buyer agrees to indemnify and hold Seller harmless, including payment of Seller's attorney fees, for any claim or legal action resulting from Buyer's actions pursuant to this paragraph.

9. **RISK OF LOSS OR DAMAGE.** The risk of loss or damage to the premises by fire or other casualty until the delivery of the deed is assumed by the Seller. In the case of loss or damage, the Seller has the option to restore the property within a reasonable time to substantially its undamaged condition or to notify Buyer that it will not restore the premises in which case Buyer shall have the right to either accept the premises in the damaged conditions or to terminate this contract. In the event the Buyer elects to terminate this contract, there shall be no further obligation of the Seller to the Buyer and the Escrow Agent shall return the earnest money to the Buyer.

10. **REAL ESTATE COMMISSION.** Both parties warrant that they have taken no action which would result in a real estate commission being due.
(Buyer initial ; Seller initial)

11. **SELLER'S DEFAULT.** If Seller defaults or breaches this Agreement, the Earnest Money shall be promptly refunded to Buyer, and Buyer shall have all the rights and remedies at law or in equity for Seller's breach.

12. **BUYER'S DEFAULT.** If the Buyer shall default under this contract, the Seller's sole remedy shall be to terminate this Agreement and the Escrow Agent shall pay the Earnest Money to the Seller as full and complete liquidated damages.

13. **ADJUSTMENTS.** Taxes, interest, water charges, sewer charges, fuel oil, light charges, rents when collected, and other assessments shall be adjusted as of the date of closing. Tax proration pursuant to this Contract are based on the taxes of record on this date and are, therefore, prorated on that basis. Any increase or decrease of taxes shall be subject to an adjustment by the Buyer and/or Seller when the current year's taxes are determined.

14. **CLOSING.** The closing shall take place in Columbia, South Carolina not later than one year after the Effective Date of this contract as defined in Section 18 (the Closing Date). At closing, Seller shall deliver the deed upon Buyer's compliance with the terms and conditions hereof and the earnest money shall be applied to the purchase price. Time is of the essence.

15. **POSSESSION.** The Seller shall relinquish possession of the property to the Buyer at the time of the closing.

16. **NOTICE.** Any notice required or permitted to be given hereunder shall be sufficient

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.

22. DESIGN AND DEVELOPMENT REQUIREMENTS. The parties agree that the Seller shall retain design control over the development of this property. To that end, the Buyer agrees to comply with the Commercial Development Guidelines attached as Exhibit B and incorporated herein by specific reference thereto and the Additional Agreed Upon Development Requirements attached as Exhibit E and incorporated herein by specific reference thereto. If the Buyer fails to comply with those requirements, the Seller shall have all the rights at law or in equity for Buyer's breach, including specific performance. This provision shall survive closing and the execution and delivery of the deed and remain as enforceable contractual obligations owed by the Buyer to the Seller.

23. STADIUM LEASE. The Seller shall have the right to enter into a lease for the use of the ballpark for baseball for the 2013 season, provided that the lease expires on or before September 1, 2013. If the Buyer closes on the property prior to that date, it shall take the property subject to that lease and any rent under that agreement shall be prorated between the parties.

(Buyer initial ; Seller initial)

24. ROCKY BRANCH AND ROCKY BRANCH WATERSHED IMPROVEMENTS. Buyer, its successors and assigns, shall make necessary improvements to the Bluff Road railroad embankment, remove the railroad trestle downstream of Olympia Avenue and enlarge the Olympia Avenue culvert crossing to enhance water quality and improve flooding conditions in the area to a degree that is acceptable to the Buyer, Seller and County and as recommended in the Urban Study of the Rocky Branch Watershed by AMBEC Environmental & Infrastructure, Inc., dated June 1, 2012, a copy of which is attached as Exhibit C hereto and incorporated herein by specific reference thereto and as set forth in the motion approved by Columbia City Council on June 5, 2012, a copy of which is attached hereto as Exhibit D and incorporated herein by specific reference thereto.

Buyer, Seller, and the County shall work together to create the optimum flooding, drainage, and water quality situation from Assembly Street to the Congaree River. In addition to the three improvements specifically set forth in the previous paragraph, the Buyer shall facilitate and pay for all surveying, plans, permitting, and design of the improvements. In addition, the Buyer shall use its best efforts to perform any mitigation required by DHEC or the Army Corp of Engineers, for Buyer's relocation of the on site stream, within Rocky Branch.

The Seller shall fund Five Hundred Thousand and No/100 (\$500,000.00) Dollars for additional improvements to Rocky Branch from Assembly Street to the Congaree River. These funds shall be used to reduce flooding, rehabilitate and improve stream and stream bank conditions, as well as, improve water quality. The Buyer, Seller, and hired engineers and consultants shall decide how to best use these funds. The Seller shall assist Buyer with acquiring any easements that may be required and to use its best efforts obtain Richland County's participation and cooperation in making improvements to Rocky Branch.

The Buyer shall require a General Contractor to acquire at least three competitive bids for the final scope of work. The bids shall be itemized in a way to distinguish between Seller's work and Buyer's work. Buyer and Seller shall select the lowest qualified bidder to perform the

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.

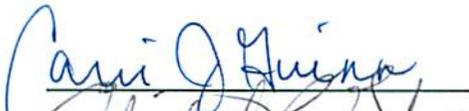
Seller will obligate up to Five Hundred Thousand and No/100 (\$500,000.00) Dollars of the proceeds realized from the sale of the property to make improvements to Rocky Branch which will further reduce flooding and further improve water quality. These improvements will be made by the Seller after the 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.

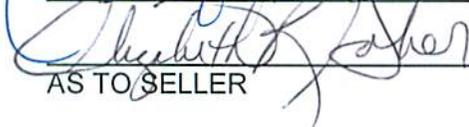
Any ongoing maintenance cost during the Corp of Engineers and DHEC compliance period shall be performed by the Buyer and the expense shared 50/50 between Buyer and Seller.

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:




AS TO SELLER

CITY OF COLUMBIA
(SELLER)

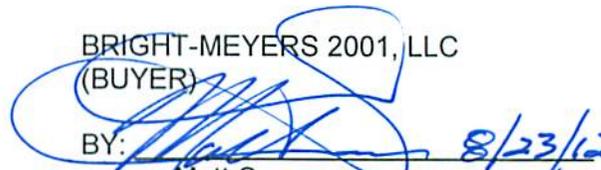
BY:  8/27/12

Steven A. Gantt
ITS: City Manager



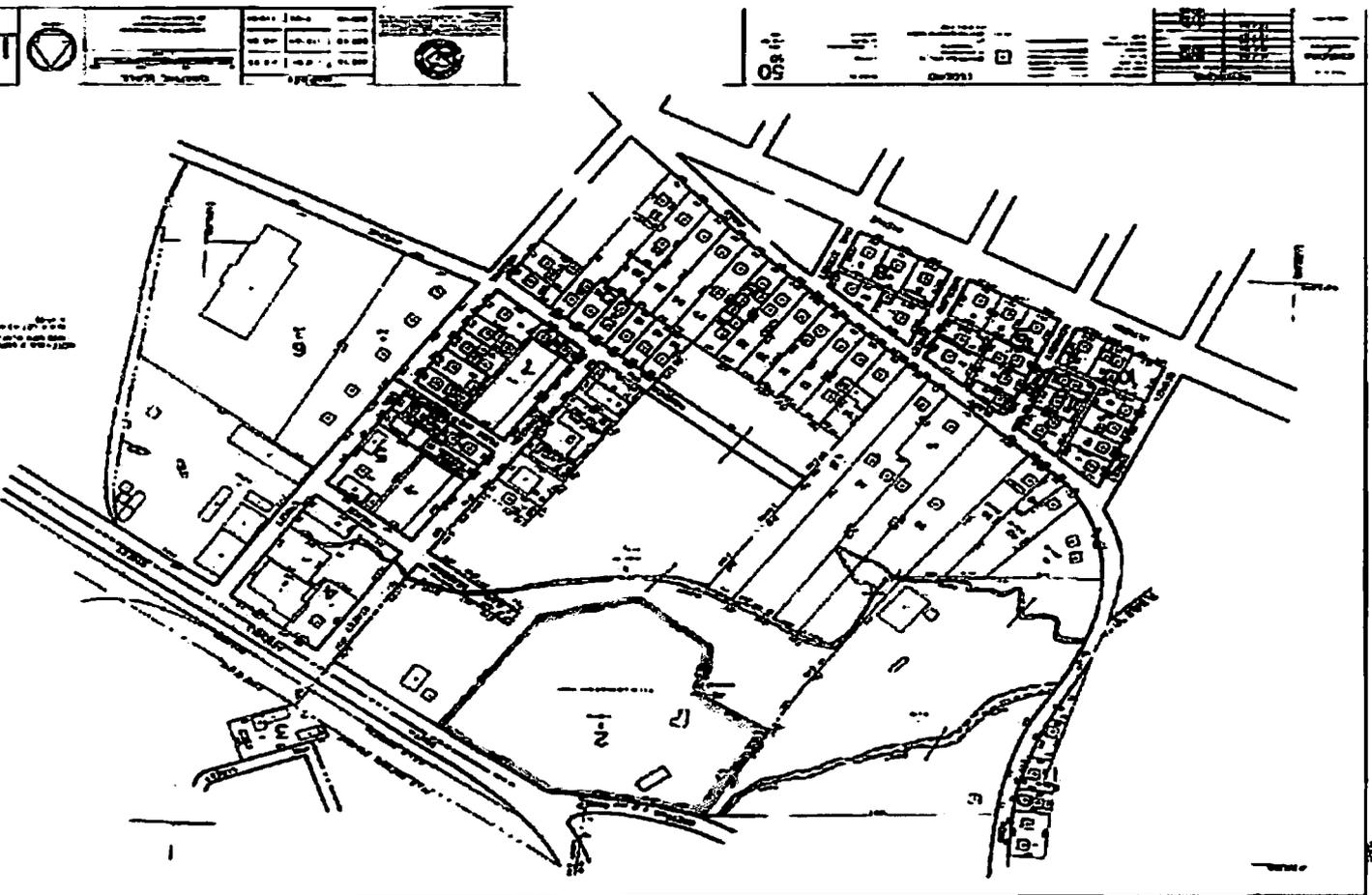

AS TO BUYER

BRIGHT-MEYERS 2001, LLC
(BUYER)

BY:  8/23/12

Matt Sasser
ITS: Vice President

EXHIBIT "A" - PLAT OF PROPERTY



11204	11205	11206	11207	11208	11209	11210	11211	11212	11213	11214	11215	11216	11217	11218	11219	11220	11221	11222	11223	11224	11225	11226	11227	11228	11229	11230	11231	11232	11233	11234	11235	11236	11237	11238	11239	11240	11241	11242	11243	11244	11245	11246	11247	11248	11249	11250	11251	11252	11253	11254	11255	11256	11257	11258	11259	11260	11261	11262	11263	11264	11265	11266	11267	11268	11269	11270	11271	11272	11273	11274	11275	11276	11277	11278	11279	11280	11281	11282	11283	11284	11285	11286	11287	11288	11289	11290	11291	11292	11293	11294	11295	11296	11297	11298	11299	11300
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**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.

B. Exterior Walls and Facades – Large Retail Stores Exceeding 40,000 SF

1. Primary facades (facades with the main entrance) greater than 100 feet in length, measured horizontally, shall incorporate wall plane projection or recess having a depth of at least 4 feet. No uninterrupted length of any façade shall exceed 100 horizontal feet.
2. Primary facades shall have arcades, display windows, entry areas, awnings, pergolas, projecting canopies, or other such feature along no less than 60 percent of their total horizontal length.
3. Secondary Facades (facades without the main entry, yet visible from public rights of way) greater than 100 feet in length, measured horizontally, shall incorporate wall plane projection or recesses of at least 6 inches. No uninterrupted length of any façade shall exceed 60 horizontal feet.
4. Secondary façade shall have architectural features such as arcades, display windows, faux windows, pilasters, awnings or similar features. In addition, secondary facades may provide less architectural details than the primary façade when additional landscaping (above and beyond the required landscaping per the municipal ordinance) is provided for screening of the façade from the public right of way.
5. Side and rear facades greater than 100 feet in length, measured horizontally shall incorporate wall plane projects or recess having a depth of at least 6 inches. No uninterrupted length of any façade shall exceed 100 horizontal feet.

C. Exterior Walls and Facades – Small Retail Stores less than 40,000 SF:

1. Facades more than 100 feet in length shall incorporate wall plane projections and recesses along all four sides of the building. Projections and recess may occur no less than every 80' through the inclusion of projecting the wall plan or through the use of architectural features such as pilasters, porches, entry canopies, and similar features.
2. All front facades shall have awnings, pergolas, windows, arcades, or other such architectural features along the façade no less than 50% of the horizontal length of the façade.
3. Four-sided Architecture. When buildings are accessible on all four sides by the general public and/or patrons, the architecture of the building shall be four-sided. Specifically, all elevations of the building shall be equally treated as a main façade. When service areas are required, additional landscaping, screen walls and other architectural treatments shall be used to minimize the appearance of the service area.
4. When a retail structure is located on the site in a manner that does not allow for additional landscaping screening or becomes difficult to treat equally to the main façade, do to site constraints or internal design requirements, the architecture shall employ faux architectural devices that mimic designs of the primary facade.

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

retain wall systems when located within these designated areas and when not visible from the public right of way or designated pedestrian walkway.

4. Location: Retaining walls may be located within the setback requirements of the base zoning classification. If retaining walls are to be located within the setback area they shall not have a height greater than 3 feet at the property line and shall step back from the property 2.5 feet for every additional foot of height.

F. Roofs

1. Variations in the roof line shall be used to add interest, and reduce the massive scale of larger buildings. Roof features shall complement the character of adjoining neighborhoods and be complementary to regional vernacular massing, style and design.

2. Roofs that employ the use of a parapet shall be designed to conceal the flat portion of the roof. If a sustainable green roof is to be used, and there is a desire to provide a view of the green roof element, a parapet shall not be required.

3. Parapet designed roofs on buildings with a horizontal length of greater than 100 linear feet shall vary the parapet not less than one (1) foot, and not more than ten (10) feet for each architectural building element/projection.

4. Parapet caps and cornices. The use of a parapet cap or a cornice shall be used to finish off parapet designed roofs. The selection of a cap or cornice shall be determined by the architectural style of the building.

5. Roof mounted HAVC equipment shall be screened from public view, and from the view of surrounding properties. The method of screening shall be architecturally integrated with the structure in terms of materials, color, shape, and size. It is preferred that roof-mounted equipment is screened by solid architectural elements such as a parapet, rather than after-the-fact add-on systems. If enclosure systems are to be used, it is preferred that multiple units be grouped and screened rather than multiple units with multiple screening elements.

G. Materials and Colors

1. Preferred Materials. The following materials are considered appropriate for buildings within the proposed development. When a specific material is not listed, the City of Columbia reviewer shall make an interpretation as to the acceptability based upon general descriptions and similarities to those listed.

a) Buildings Over 40,000 SF

(1) Primary and Secondary Façades

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

(b) Glass Block

(c) New or Used Face Brick

(d) Cut Stone or Cast Stone

(e) Quick Brick or similar

(f) Integral colored architectural split face block.

(g) Architectural Metal Panel Systems

(h) EFIS, when used above (four) 4 feet from directly adjacent surface grade, not located near service areas.

(i) EFIS, when used as a wall cladding material 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.

(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) Trespas 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.

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

(a) Integral colored architectural split face block.

(b) EFIS, when used above six (6) feet of grade

(c) Precast Concrete tilt up panels, when such panels have architectural details and located on buildings have architectural details and located on buildings larger than 40,000 SF, and consisting of not more than 50% of the visible façade material.

(d) Spandrel Glass as an alternative to vision glass when vision glass is cannot be used.

(e) 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 do to its exposure to a public right of way.

c) **Accessory Structures.** Building materials for accessory structures such as monument signs, towers, pergolas, etc. shall be constructed of high quality materials and coordinate with other materials within the development.

2. **Discouraged Materials.** The following materials are discouraged materials.

- a) Vinyl
- b) Reflective or Opaque Glass
- c) Spandrel glazing located on main facades
- d) Used brick with no fired face
- e) Imitation wood siding
- f) Plastic panels
- g) Vertical Siding
- h) Smooth faced concrete block – when painted or integral color, - located in rear utility areas, loading areas, truck docks, and similar service areas.
- i) Pre-fabricated steel panels
- j) Imitation Masonry
- k) Coarsely finished “rough sawn” or rustic materials (e.g. wood shakes, barn wood, board and batten, or T-111 siding)

3. **Material Appropriation:**

- a.) Building materials provide the visual interest, identity, to a building and the overall character of the city. The following chart provides a general

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"> 1. The percent of glazing shall be calculated from the finish grade of the 1st floor elevation. 2. The calculation shall include all wall surface area up to 12 feet. 3. The portions of a building facade over 12 feet shall be excluded from this calculation. 4. If the height of the building facade is less than 12 feet than the entire facade shall meet the glazing requirements. 5. Spandrel Glass shall be used for not more than 50% of glazing percentage 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 façade. 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. 	20%

Chart Continued See Below:

Building Elevation	Preferred Material	Goal Range
Primary Facade	Metal Panel/Trespa	30%
Secondary Facade	Clay like product (face brick, quick brick or similar)	60
Secondary Facade	Metal Panel Cladding	15%
Secondary Facade	<p>Glazing</p> <p>The following shall be applicable:</p> <ol style="list-style-type: none"> 1. The percent of glazing shall be calculated from the finish grade of the 1st floor elevation. 2. The calculation shall include all wall surface area up to 12 feet. 3. The portions of a building facade over 12 feet shall be excluded from this calculation. 4. If the height of the building facade is less than 12 feet than the entire facade shall meet the glazing requirements. 5. Spandrel Glass shall be used for not more than 50% of glazing percentage 6. Spandrel Glazing may be increased when spandrel windows are designed to have interior night time illumination and when overall glazing is increased to by 5% of required 10% or 20% of the overall façade whichever is applicable. 7. When unique site conditions are present and all other section 1-6 have been met 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. 	<p>20% when visible from Assembly St., entry drives, and common areas.</p> <p>10% when not visible from any other right of way.</p>
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 over the entire rear facade.
All Facades	EFIS used for architectural elements (cornices, window hoods, and accent panels), sign bands, and other accents elements.	As appropriate given design and architectural style

b.) The following chart provides a general guideline as to the appropriate dispersal of material selections on buildings larger than 16,000 square feet and less 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"> 1. The percent of glazing shall be calculated from the finish grade of the 1st floor elevation. 2. The calculation shall include all wall surface area up to 12 feet. 3. The portions of a building facade over 12 feet shall be excluded from this calculation. 4. If the height of the building facade is less than 12 feet then the entire facade shall meet the glazing requirements. 5. Spandrel Glass shall be used for not more than 50% of glazing percentage 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 façade. 	20%

Chart Continued See Below:

Building Elevation	Preferred Material	Goal Range
Primary Facade	Metal Panel/Trespa	30%
Secondary Facade	Clay like product (face brick, quick brick or similar)	60
Secondary Facade	Metal Panel Cladding	15%
Secondary Facade	<p>Glazing</p> <p>The following shall be applicable:</p> <ol style="list-style-type: none"> 1. The percent of glazing shall be calculated from the finish grade of the 1st floor elevation. 2. The calculation shall include all wall surface area up to 12 feet. 3. The portions of a building facade over 12 feet shall be excluded from this calculation. 4. If the height of the building facade is less than 12 feet than the entire facade shall meet the glazing requirements. 5. Spandrel Glass shall be used for not more than 50% of glazing percentage 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. 7. When unique site conditions are present and all other section 1-6 have been met 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. 	<p>20% when visible from Assembly St., entry drives, and common areas.</p> <p>10% when not visible from any other right of way.</p>
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 facade for approximately 20 feet.	At least 3 Material variations over the entire rear facade.
All Facades	EFIS used for architectural elements (cornices, window hoods, accent panels), sign bands, and other accents elements.	As appropriate given design and architectural style

c.) The following chart provides a general guideline as to the appropriate dispersal of material selections on buildings 16,000 square feet and less.

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"> 1'. The percent of glazing shall be calculated from the finish grade of the 1st floor elevation. 2. The calculation shall include all wall surface area up to 12 feet. 3. The portions of a building facade over 12 feet shall be excluded from this calculation. 4. If the height of the building facade is less than 12 feet than the entire facade shall meet the glazing requirements. 5. Spandrel Glass shall be used for not more than 50% of glazing percentage 7. Spandrel Glazing may be increased when spandrel windows are designed to have interior night time illumination. 	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"> 1'. The percent of glazing shall be calculated from the finish grade of the 1st floor elevation. 2. The calculation shall include all wall surface area up to 12 feet. 3. The portions of a building facade over 12 feet shall be excluded from this calculation. 4. If the height of the building facade is less than 12 feet than the entire facade shall meet the glazing requirements. 5. Spandrel Glass shall be used for not more than 50% of glazing percentage 6. Spandrel Glazing may be increased or substituted when spandrel windows are designed to have interior night time illumination. 	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

encouraged. Building trim and accent areas may feature brighter colors when coordinated with the overall color palette of the structure.

H. Sustainable Features. Sustainable features can provide both long term benefits to the property owner, lease holders, the overall community, and the environment. Sustainable features are strongly encouraged. Specific standards are not specified; however, thought and consideration shall be placed upon water quality, light pollution, building materials, regional and native plantings, and general livability design elements.

III. Site Design and Relationship to Surrounding Community

A. Connectivity to street.

1. Pedestrian accessibility allows for the development to interconnect to the surrounding neighborhoods, allow for alternative modes of travel, and creates 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.

B. Pedestrian zone adjacent to retail structures.

1. Pedestrian areas for structures over 40,000 SF shall provide with the following minimum standards:

a) The total width of the pedestrian walkway shall project a minimum of 10 feet from the main entry door towards the driving lane and/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) Except for buildings located on the deck, one (1) shade tree shall be provided for every 60 feet or fraction of the total linear length of the front faced. Trees shall be planted in tree wells with or without grates and/or within larger landscape area. Trees do not need to occur at intervals of 60 feet but may be integrated with the design features of the building and pedestrian areas. Trees may be grouped. The locations of the 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 10 feet in width shall be treated as plaza areas, and shall have a mixture of pergolas, landscaping, low knee walls, awnings, benches 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.

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

provided to provide shade. The location and quantity of such elements shall be determined based up site design. Such devises may double as outdoor gathering or dining elements.

f) Pedestrian zones shall be paved with concrete, pavers, or sustainable paving products. Pavement shall provide an interesting pattern, scoring, or similar treatment.

g) 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.

C. Parking -Pedestrians

1. Parking Lots and Decks shall be designed for efficiency in parking as well as for pedestrians. Regardless of whether a person arrives to the development via transit, auto, cycling, or walking; at some point each person will be a pedestrian as they enter and exit the parking area from their given mode of transportation. Therefore, care shall be given to the overall design of a parking deck and parking lots with pedestrian facilities being provided.

2. Parking decks and lots that contain more than 50 spaces shall be designed to provide internal pedestrian walkways through the parking lot or deck. Walking areas shall be paved with a hard surface and meet all ADA standards, Walking areas shall be designed to be located near green space, parking islands and similar landscape areas or planting beds when located within parking lots, and complimented by green roof greenescapes or prefabricated planters when located on the upper levels of a parking garage.

D. Bicycle Parking

1. One (1) space shall be provided for every 10 parking spaces via some mechanism of bicycle storage/racks or Bike Corrals. A Minimum of 25% of total bicycle parking must be within 100 feet of store entrances.

2. Substitution by bicycle parking. Four (4) bicycle parking spaces above the minimum number required may be substituted for one (1) required automobile parking space, provided that parking is not reduced by more than minimum required under the Zoning Code and applicable overlays.

E. Parking Deck

1. Parking Decks shall comply with applicable set back requirements of the City of Columbia Municipal Code. Areas between the property line and the structure shall be landscaped with trees, shrubs, and ground cover designed to soften views of the structure, provide visual interest, and establish a sense of human scale for pedestrians.

2. The parking structure shall be compatible in quality, form, colors and textures with the structures being served.

3. Stair and elevator towers shall be integrated architecturally into the overall design of the structure.

4. Parking structure floor plate and roof plates which are visible from the street shall be level.

5. Lighting sources within the parking structure shall be screened with architectural or otherwise from the street to prevent light pollution.

6. Upper levels of parking decks shall provide greenspace through the use of green roof technology or prefabricated planters adjacent to internal pedestrian walkways.

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

planted on or within 30 feet of an impoundment structure outlet/drain structure, emergency spillway, or dam. A minimum planting of two trees and ten shrubs per 100 linear feet of basin perimeter shall be planted in and around the basin.

- f.) Basin shape shall incorporate curvilinear feature that blend with the surrounding topography and shall have a naturalized appearance.
- g.) Care shall be given to screen stormwater basins from adjacent properties or when a basin is raised adjacent to a major or minor arterial road a buffer of at least 25 feet shall be provided to include 1 canopy tree, 2 ornamental trees, 3 evergreen trees, and 5 shrubs per each 100 linear feet of buffer.
- h.) Engineers, Landscape Architects, and Architects shall in addition to these guidelines consult the adopted stormwater management regulations for the City of Columbia.

2. **Woodland Edge Treatments.** A newly created edge of existing woodland, often created by new land development, has a raw open character. Due to the removal of adjacent trees, the trees remaining in on the new edge are subject to wind, throw, sun scaled, and root damage from construction activities grading and drainage changes. A woodland edge buffer of 10 feet shall be designed and installed in instances where woodland has been modified. A combination of canopy trees and understory trees shall be prepared in a detailed plan and approved prior to installation, Canopy trees shall count towards the overall landscaping requirements for tree coverage within a development.

- a.) Plantings that tolerate the combination of sun and shade and that have a naturalizing character are the best candidate for planting in these areas.
- b.) The addition of canopy trees can serve to fill the open space in the woodland canopy edge reducing the impacts of the newly create woodland edge.
- c.) Under story trees can serve to fill the open space in the woodland canopy edge reducing the impacts of the newly created woodland edge.
- d.) Woodland edge shrubs shall be incorporated into the planning.

3. **Streams, Creeks, and Ditches.** When streams, creeks and ditches and similar are modified, the portions that are day-lit shall be designed in a naturalized fashion with land formations, rocks, and landscaping elements that create a naturalized ecosystem.

D. Signage

- 1. If no group development signage is to be provided than the following guidelines shall apply:
 - a) **Freestanding:** One Monument sign with masonry base to match masonry on the closest building. Base to be not taller than 3 feet. Sign area to have a maximum area of 60 sf per sign face with a maximum of two sign faces. Sign face to be aluminum cabinet with aluminum face with push through acrylic letters. Illumination may be internally illuminated.

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

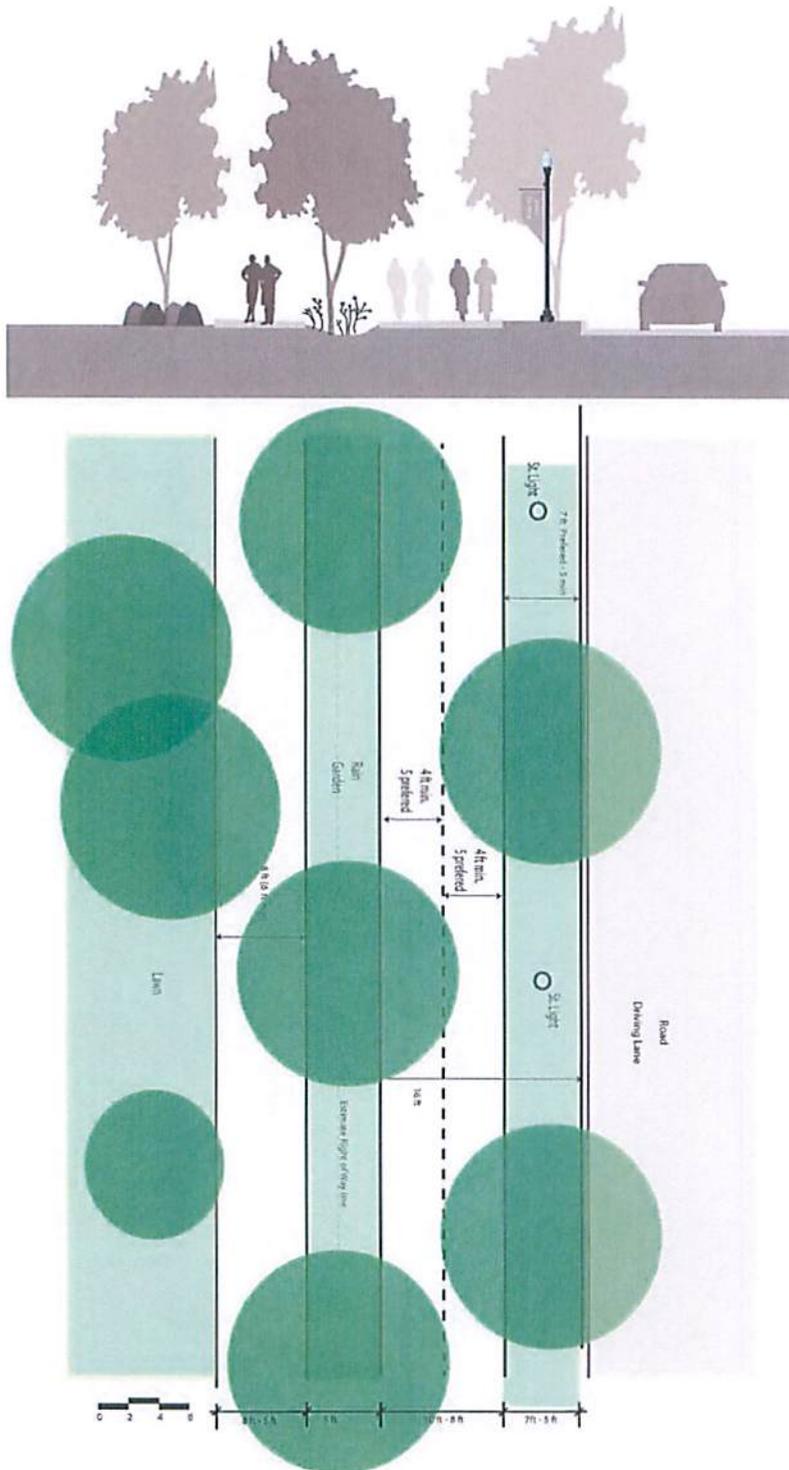
2. Group development signage:
 - a) Freestanding monument style group development sign with masonry to match the closest building's materials. Base to be not taller than 4 feet. Sign area to be a maximum of 180 sf, with space to be divided among tenants. Maximum height 15 feet. Sign face to be aluminum 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.

(4) All sign lighting must be shielded to prevent the light from shining directly into traffic, upper floor windows or pedestrians' eyes.

E. Improvements to the Public Right of way

1. One standard pedestrian/ road street light, shall be provided parallel to Assembly Street and Dreyfus rights of way per 80 feet of right of way, or as determined by the City Traffic Engineering Department. Lighting style, color, installation and all other specifications shall comply with all City Requirements and coordinate with downtown acorn fixture design or other approved design.
2. Curb and Gutter shall be provided along Assembly Street and Dryfus Road and turn the corner at the Ferguson Street intersection.
3. All sidewalks shall comply with all ADA regulations. Crosswalks shall be provided at all intersections meeting requirements by the City Engineer.
4. A pedestrian sidewalk shall be provided along the rights of way of Assembly Street and Dreyfus Road adjacent to the parcel. Walkways shall have a minimum width of 8 feet
5. Shade trees shall be provided as single row of trees within a 5 foot-7 foot (7 foot max. 5 foot min.) tree lawn. Shade trees shall be provided as a single row of trees between the separated bike facility and the pedestrian sidewalk. Trees shall be at an average rate of one tree per 40 linear feet of sidewalk with an alternating pattern. Flexibility as to location do to entries and site conditions may require wider or tighter spacing.
6. Sidewalk pavement shall consist of a combination of scored concrete paving, and concrete pavers.
7. Sidewalk areas located near development entrances and intersections shall be paved with concrete pavers and have detailing substantially similar to detailing located at the southwest corner of Assembly Street and Whaley Street.
8. Tree species shall be of a type that will at maturity canopy that will provide approximately 75% of the sidewalk area as shade during summer months.
9. A separated dedicated bike lane shall be provided parallel to Assembly Street and Dreyfus and shall be designed to allow future north south connections; such bike way shall connect to the Rocky Creek Greenway. Refer to exhibit A. Pavement of bike lanes may be of asphalt with clean edges and appropriate bike markings and signage. The separated dedicated bike lane shall have clearly identifiable crossings at intersections or transitions to on road lanes or sharrow.

Exhibit A





Urban Study

Rocky Branch Watershed
Columbia, South Carolina



Prepared for:
City of Columbia
1136 Washington Street
Columbia, SC 29217

Prepared by:
AMEC Environment & Infrastructure, Inc.
720 Gracern Road
Columbia, SC 29210
(803) 798-1200

June 1, 2012

Project No. 6250-12-0007

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. Plough. 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 Plough 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.

2. [Introduction of the June 2012 Employee of the Month](#) – Major Randy Martin, Columbia Police Department

Mr. Leslie Wisler, Deputy Police Chief introduced Ms. Tamara Kelly, Community Safety Officer as the June 2012 Employee of the Month. He described her as an employee who does the kind of things that make a huge difference in our relationships with the community. She works with the Youth Safe Haven Program at Hammond Village Apartments where she cares for 30 children each day. We are very proud of her.

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

3. [National Homeownership Month Proclamation](#) – Ms. Deborah Livingston, Community Development Director

Ms. Deborah Livingston, Community Development Director said that for years they have recognized their lending partners, but tonight, they will celebrate the Community Development Department. We will celebrate Homeownership Month by hosting a financial literacy seminar on Saturday, June 16th at 1225 Lady Street from 9:00 a.m. 12:00 p.m. On Saturday, June 23rd, we will host the first Ownership, Maintenance and Gardening “OMG” Workshop at Eau Claire High School from 8:30 a.m. to 12:45 p.m. This is a free workshop that will be taught by City staff with Wells Fargo as the sponsor.

Mayor Benjamin and the members of Council proclaimed June 2012 as National Homeownership Month in the City of Columbia.

Ms. Deborah Livingston, Community Development Director recognized the Columbia Housing Development Corporation as a Partner in Excellence. The CHDC has been providing quality affordable housing and rehabilitating neighborhoods for over 32 years. They have provided great homes to more than 250 people.

Councilor Plough announced that the Community Development Department won the 2012 John A. Sasso National Community Development Week Award.

4. South Carolina First Responders Remembrance Memorial – Mr. Daniel C. Hennigan, Retired, U.S. Army / Founder & Chairman of the South Carolina First Responders Remembrance Memorial – *This item is scheduled for June 26, 2012.*

5. Fast Forward Update – Ms. Dee Albritton, Executive Director of Fast Forward

Ms. Dee Albritton, Executive Director provided an end of the year report. She stated that 20 youth are in the Youth Arbitration Program in partnership with the Police Department, the Solicitor’s Office and the Sheriff’s Department. We have 35 veterans in higher level technology programs and 25 jobs are lined up with DP Professionals and Blue Cross. We have 50 pre-school students visit weekly. We have 20 people coming from the Babcock Center and 6 people from Alders Gate at the Epworth Center. Over the last two years, we have assessed over 500 Veterans with our Department of Labor grant and 200 were hired with an average wage of \$9.90 per hour. Due to the terms of that grant, we are turning down 5-10 Veterans per week, because the grant isn’t broad enough. We are applying for another grant to serve the young Veterans that are returning. We’ve also had the pleasure to teach over 500 City employees this year.

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 6th to June 24th. 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 16th. If you check out a chip during the upcoming Wellness Weekend on June 8th – 10th you can enter the Wellness Center for free. Our report is due to the judges on June 27th. We have an opportunity to win \$100,000 on July 16th.

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 uninsured 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.

7. RICH/AKERU Legacy Council Program – Dr. Germon “Mama G” Miller, Founder

Dr. Germon Miller, Founder of the RICH/AKERU Legacy Council Program thanked Mr. Baker for his support of the program. I met with Mr. Caton and we are looking to continue this program for another year. She said that the new direction is family education. It's great to be in Columbia and we will always be here to support our City.

Miss Angelica Hill, Graduate of Howard University said that she is here to support Dr. Miller and the AKERU Legacy Council. Without the foundation and support that I received from the program and my family, I don't think I would be this far in my successes.

Miss Ambre Hill, Howard University Student said that growing up in a strong family and having the support of individuals such as Dr. Miller and organizations such as AKERU have allowed her to overcome obstacles with maturity. It has allowed me to go on to the next phase in my life without any doubt in being content in all areas of my life.

Miss Asaara Hill, Westwood High School Student said that the AKERU Legacy Council, a strong family unit and guidance have been three of the greatest contributions to her success and her musical aspirations.

Mrs. Christian Flynn Hill attested to all of the contributions that “Mama G” has made to the community. She instills discipline in her students. Her expectations are very high and her programs are needed widely in our community. This program is needed widely in the Columbia community.

8. Rocky Branch Watershed Urban Development Impact Study – Ms. Dana Higgins, P.E. LEED AP, City Engineer

Ms. Dana Higgins, P.E., LEED AP, City Engineer introduced Mr. David Brigley, the AMEC consultant that will be presenting the much anticipated Rocky Branch Watershed Urban Study.

Mr. David Brigley, Principal Engineer / AMEC Environmental and Infrastructure, Inc. said that the former studies conducted by PACE and PB Americas were reasonable for their purposes; however, some adjustments were made. He reported that the fill from the site would not cause a rise. He said that the middle of the creek moves a lot of the water and the roadway fill is downstream from that site. Because the site is so far down the watershed, that amount of fill isn't enough to impact the behavior. Neither the obstruction of flow from the site or the loss of storage in that area had any impacts in the modeling that was done. He said that new problems could be created if precautions aren't taken. Moving the railway would have some impacts, but there are ways to mitigate it. The key is to do no harm. He explained that water quality cannot be addressed through storage; however, it can be addressed by reducing the Bluff Road railway culvert velocities. The Congaree River is almost 500 feet wide and when it floods it backs up into the Branch. The 100 year event backs up to Olympia Avenue. More frequent events do not extend so far up and at that point it is what you do to inhibit flows. Removing the railway culvert and upgrading Olympia Avenue can improve the watershed from Assembly Street downstream as long as you look at it as a complete stretch. He recommended that the City consider upgrading the downstream crossings, in the right order (downstream and work your way up) and in a phased approach; integrate stream restoration and greenway features to put less pollutants in the Branch; consider alternative upper watershed improvements; adopt green infrastructure techniques; and leverage local watershed support.