

ORIGINAL

RESOLUTION NO.: R-2025-011

Authorizing the City Manager to execute the Bull and Elmwood OWIP Agreement between the City of Columbia and 2019 BULL STREET OWNER, LLC

BE IT RESOLVED by the Mayor and City Council this 4th day of March, 2025, that the City Manager is hereby authorized to execute the attached Bull and Elmwood OWIP Agreement, or on a form to be approved by the City Attorney, for the property at the southwest corner of Bull Street and Elmwood Avenue.

Requested by:

Assistant City Manager Shealy

Approved by:

Chesab Wilson
City Manager

Approved as to form:

[Signature]
City Attorney

Introduced: 03/04/2025
Final Reading: 03/04/2025

[Signature]
Mayor

ATTEST:

Erika Dill Hammond
City Clerk

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **2019 BULL STREET OWNER, LLC** ("the Developer"), a Delaware limited liability company and **THE CITY OF COLUMBIA**, a municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Developer is committed to establishing market rate housing and ground floor commercial space on the property at the southwest corner of Bull Street and Elmwood Avenue (the "Development"); and,

WHEREAS, the Development consists of total taxable investments by the Developer in real and personal property of not less than \$100,000,000 and,

WHEREAS, this project requires review and approval by the City of Columbia Planning Commission and Design Development Review Commission based upon the number of proposed residential units and property location within the City Center Design Overlay District. Since the project has not been reviewed any approved by either commission at this time, the site plan attached (Exhibit A) is for illustrative purposes only and the location of the building is subject to Planning Commission and DDRC approval.

WHEREAS, an essential component of the Development involves undergrounding utilities adjacent to the Development; and,

WHEREAS, the franchise agreement between the City and Dominion Energy ("Dominion") includes a provision regarding the establishment of non-standard service fund (NSSF) projects, which includes provisions for undergrounding electrical utilities; and,

WHEREAS, the City and Dominion have agreed to designate the undergrounding of electrical utilities for the Development as an NSSF project; and,

WHEREAS, the establishment of an NSSF project results in a reduction to the costs associated with undergrounding utilities; and,

WHEREAS, the establishment of the Development as an NSSF project allows the expenses associated with undergrounding electrical utilities to be shared by the City and Dominion; and,

WHEREAS, the Developer understands there will be additional costs associated with undergrounding non-electrical utilities in this corridor such as cable, communications, etc.; and,

WHEREAS, the Developer acknowledges this agreement only pertains to the costs to undergrounding electrical utilities; and,

WHEREAS, the Developer understands all costs associated with undergrounding other utilities will be the responsibility of the Developer and are not part of this agreement; and,

WHEREAS, the Developer has agreed to provide funding necessary to cover the total cost of the NSSF project for the Development, which is a significant reduction to the costs that would be incurred absent the NSSF mechanism; and,

WHEREAS, the Developer's portion of shared cost is projected to be \$888,615 based on the current Development design; and,

WHEREAS, such costs may be modified as the Development design progresses, based on changes made to the current development plan; and,

WHEREAS, the Developer agrees to be solely responsible for excess costs over and above the estimated cost amount of \$888,615 if changes in the NSSF project are made as a result of decisions necessitated by or to serve the Development; and,

WHEREAS, any changes in cost will be a direct result of costs incurred by Dominion specific to this project; and,

WHEREAS, it is anticipated based on the projected Development schedule included as Exhibit A, the site work associated with the Development is anticipated to begin in quarter 1 of 2026; and,

WHEREAS, Dominion has indicated the work associated with the NSSF project can be performed upon completion of the initial demolition and site work on the portion of the Development site impacted by the NSSF project and is anticipated to be complete within 20 weeks of the work beginning; and,

WHEREAS, 30 days prior to any work by Dominion proceeding forward, the Developer shall provide an Initial Payment equal to one-fourth of the project estimate, or \$222,153.75 to the City to be held in a City-controlled account specific to the Development and to be used for the sole purpose of the undergrounding of electrical utilities associated with the Development;

WHEREAS, the City will utilize the Initial Payment combined with Subsequent payments to make payment to Dominion as invoices are received by the City; and,

WHEREAS, the City will invoice the Developer for the additional costs associated with the work as invoices are received from Dominion, with Subsequent payments being due within 30 days of the invoice date; and,

WHEREAS, the invoicing for the Subsequent Payments will reflect amounts as invoiced by Dominion, with the Initial Payment Amount being deducted from the final billing as to ensure the City has sufficient funds from the Developer to cover the payments to Dominion throughout the project period; and,

WHEREAS, at the conclusion of the work and payment of the final invoice associated with the NSSF project, the City agrees to return any unspent funds contributed by the Developer to the Developer within 30 days of 100% requisition and final lien waiver associated with the undergrounding of the electrical utilities; and,

WHEREAS, the City and Richland County (County) have approved a multi-county business park for development with the City and County's final readings having taken place on 7/18/2023; and,

WHEREAS, the City's approval of the multi-county industrial park is via Ordinance 2023-041; and,

WHEREAS, the City acknowledges expenses associated with undergrounding utilities are eligible for recapture as part of the public infrastructure credit approved in the multi-county business park agreement; and,

WHEREAS, this agreement shall remain in effect for a period of Twenty Four (24) months from the date of approval; and,

NOW, THEREFORE, in consideration of the sums as set forth herein and for the mutual covenants included herein, the parties hereto agree as follows:

1. This agreement is not assignable by the Developer without the written consent of the City.
2. The Developer and the City will continue to work with Dominion regarding the NSSF project to finalize plans for undergrounding electrical utilities as part of the Development.
3. The Developer will provide necessary funding to cover the cost of the NSSF project based on the schedule contained in this agreement.
4. The Developer must work alongside the City and Dominion to provide sufficient notice for work associated with the NSSF project to be scheduled. A minimum of 60 days advanced notice is required; however, continued collaboration regarding the project schedule once all permitting and approvals are secured will be required in order to coordinate all activities associated with the NSSF project.
5. The City and Developer acknowledge the Developer intends to maximize the density of the Development on the site and as of such, may request to build to the

lot line, as allowed for in code and if approved through regulatory permitting processes and as of such, the location of the proposed underground utilities may shift within the right of way, to be designed within all parameters that pertain to such design, permitting and construction activities.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

2019 Bull Street Owner, LLC

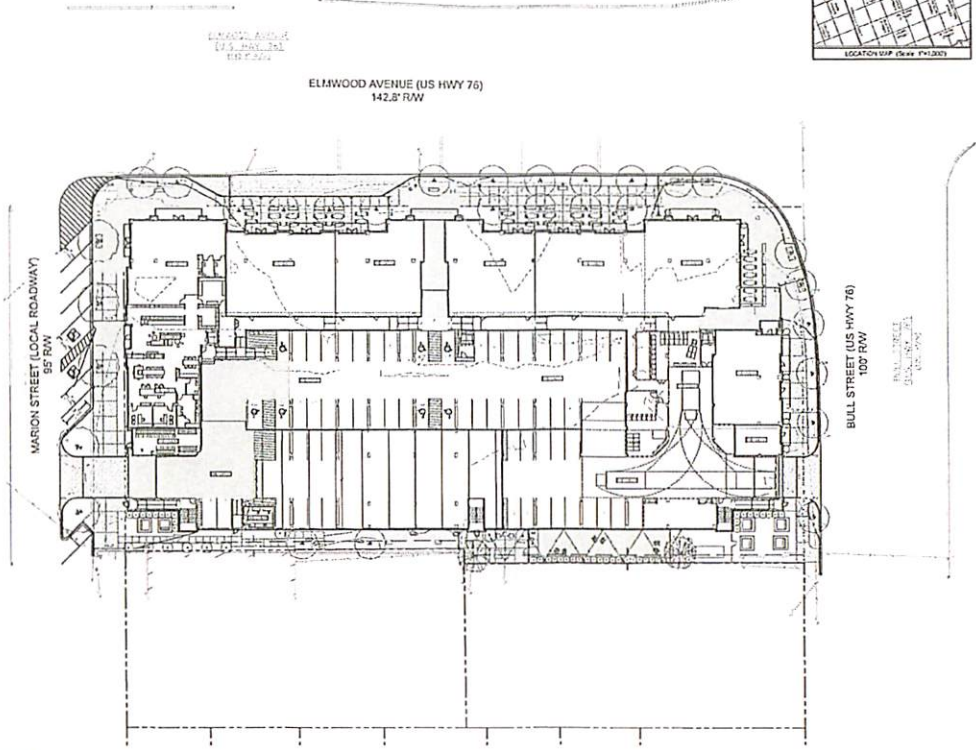
By:
Its:

City of Columbia

Trika D. Hammond

Cheresa B. Wilson
By: *Teresa B. Wilson*
Its: *City Manager*

Lewanie Summerville



DEVELOPMENT SUMMARY

DEVELOPMENT SUMMARY	
DEVELOPMENT TYPE	MIXED-USE
DEVELOPMENT DENSITY	100% RESIDENTIAL
DEVELOPMENT INTENSITY	100% RESIDENTIAL
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DEVELOPMENT DENSITY	100% RESIDENTIAL
DEVELOPMENT INTENSITY	100% RESIDENTIAL
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DEVELOPMENT DENSITY	100% RESIDENTIAL
DEVELOPMENT INTENSITY	100% RESIDENTIAL

- SITE NOTES**
1. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA ZONING ORDINANCES.
 2. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SUBDIVISION ORDINANCES.
 3. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA UTILITY ORDINANCES.
 4. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA PUBLIC WORKS ORDINANCES.
 5. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA FIRE DEPARTMENT ORDINANCES.
 6. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA POLICE DEPARTMENT ORDINANCES.
 7. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA HEALTH DEPARTMENT ORDINANCES.
 8. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA ENVIRONMENTAL HEALTH DEPARTMENT ORDINANCES.
 9. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA PLANNING DEPARTMENT ORDINANCES.
 10. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA LEGAL DEPARTMENT ORDINANCES.

SITE PLAN LEGEND

[Symbol]	EXISTING LOT LINES
[Symbol]	EXISTING BUILDING FOOTPRINT
[Symbol]	EXISTING DRIVEWAY
[Symbol]	EXISTING SIDEWALK
[Symbol]	EXISTING CURB
[Symbol]	EXISTING DRIVEWAY
[Symbol]	EXISTING SIDEWALK
[Symbol]	EXISTING CURB
[Symbol]	EXISTING DRIVEWAY
[Symbol]	EXISTING SIDEWALK
[Symbol]	EXISTING CURB

APPROVED AS TO FORM
Caroline
 Legal Department City of Columbia, SC

