

ORIGINAL

RESOLUTION NO.: R-2025-036

*Authorizing the City Manager to execute the Intergovernmental Agreement between the City of Columbia and Richland County for the Williams Street Extension Project*

WHEREAS, the City Manager shall be authorized to execute the attached Richland County/City of Columbia Intergovernmental Agreement; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 17<sup>th</sup> day of June, 2025 that Columbia City Council hereby approves the attached Richland County/City of Columbia Intergovernmental Agreement for the Williams Street Extension Project, or on a form approved by the City Attorney, and authorizes its execution by the City Manager.

Requested by:

Assistant City Manager Shealy

Approved by:

*Ceresia B. Wilson*  
City Manager

Approved as to form:

*[Signature]*  
City Attorney

Mayor

*[Signature]*

ATTEST:

*Erika D. Hammond*  
City Clerk

Introduced: 06/17/2025  
Final Reading: 06/17/2025

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN RICHLAND COUNTY AND CITY OF COLUMBIA  
FOR THE  
Williams St Extension Project**

This INTERGOVERNMENTAL AGREEMENT RELATING TO WILLIAMS ST EXTENSION PROJECT ("Agreement") is made and entered into, by and between Richland County, South Carolina, a body politic and corporate in the State of South Carolina ("County") and the City of Columbia, a perpetual body, politic and corporate, a municipal corporation in the State of South Carolina ("City").

**RECITALS:**

WHEREAS, County and City are authorized by the constitution and general law of the State of South Carolina ("State") to enter into agreements with other governmental bodies; and,

WHEREAS, the County, proposed and voters approved a referendum for the Transportation Penny Tax Program in 2012, which imposed a 1% sales tax; and,

WHEREAS, the County Transportation Penny Tax Program focused on three areas including Roadways, The Comet, and Bikeway, Pedestrian and Greenways; and,

WHEREAS, Innovista Transportation Project was included in the referendum and included Greene Street Phase 1 and 2 as well as the Williams St Extension Project; and

WHEREAS, Greene Street Phase 1 and Phase 2 have been completed, leaving the Williams Street Extension project as the outstanding Innovista Transportation Project remaining to complete; and

WHEREAS, the budget remaining from the Innovista Transportation project available to support the Williams Street Extension Project is \$4.6M; and,

Whereas, if additional funding is available within the Innovista Transportation Project budget after final close out of Green St Phase 1 and Phase 2, it will be added to the Williams St Extension Project Budget; and,

WHEREAS, the City of Columbia has secured additional funding needed to complete the Williams Street Extension Project and has been working with a consultant for the project design; and,

WHEREAS, the Williams St Extension Project, as reflected in Exhibit A, includes the travel lanes, sidewalks and a dedicated bike lanes along with a planting strip consistent with the Innovista Master Plan concepts; and,

WHEREAS, Williams St Extension Project is a street within the corporate limits of the City of Columbia and upon completion of the Project, the City will own and maintain the Project; and,

NOW, THEREFORE, in consideration of the mutual covenants provided herein, and other good and valuable consideration, the receipt of which is hereby acknowledged.

### **Section 1. Williams St Extension Project**

The City is in the process of designing the project and expects to have construction plans ready to bid by summer of 2025. These plans shall comply with the City's Engineering Regulations for roadways. The City shall secure all approvals from SCDOT with regard to connections of the Williams St Extension Project to existing SCDOT right-of-way (Blossom St, Huger St and Senate St and Gervais). The project will comply with all applicable codes and regulations.

### **Section 2. The County's Responsibilities**

- (a) County agrees to provide \$4.6M remaining in the Innovista Transportation Project Budget to the City to use to support the construction of the Williams St Extension Project. The funds will be provided following execution of the IGA and upon receipt of an invoice from the City for the project.

### **Section 3: The City's Responsibilities**

- (b) City agrees to complete design and construction of the project and will own and maintain Williams St Extension Project once complete
- (c) City agrees to provide the County with evidence of project expenditures equal to the amount of funding provided by the County and reflective of project elements that are consistent with established SCDOR Guidelines that guides how Penny funds can be utilized to support Transportation Projects. Any funds that are determined by an audit to have been spent outside such guidelines shall be immediately refunded to the County by the City.
- (d) The City shall provide quarterly detailed expenditure records for all Penny funds spent on the project during such period. A detailed final audit report shall be due at Project completion.
- (e) Subsequent to this agreement, the City shall develop and inform the County of a timeline for the use of Penny funds on this project.

**Section 4. Default.** In the event of a breach of this Agreement or failure by the County or City to meet the commitments set forth herein, the County and City each have the right to pursue such remedies and damages as may be available at law or in equity.

**Section 5. Jurisdiction.** This Agreement is governed by and interpreted in accordance with laws of the State of South Carolina, exclusive of the conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction.

**Section 6. Severability.** In case any one or more of the provisions contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect for any reason whatsoever, the validity, legality, enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 7. Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

**Section 8. Amendments to Agreement.** The County and the City recognize the need for cooperation among the parties for the continued development of the Riverfront District. The County and City agree to cooperate and take any additional actions, amend this agreement or to consider additional cooperative agreements that facilitate additional projects and/or activities within the Riverfront District that are mutually beneficial to the City and County and the Midlands region as a whole.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized officials and is effective as of the date of the last signature hereinbelow.

RICHLAND COUNTY, SOUTH CAROLINA

By: Leonardo Brown  
Leonardo Brown, County Administrator

Attest: [Signature]  
Clerk, County Council

Date: 6/5/2025



CITY OF COLUMBIA, SOUTH CAROLINA

By: Teresa B. Wilson  
Teresa B. Wilson, City Manager

Attest: [Signature]  
Clerk, City Council

Date:

APPROVED AS TO FORM  
[Signature]  
Legal Department City of Columbia, SC  
6/4/2025

[Signature] Richland County Attorney's Office  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

Exhibit A

