

ORDINANCE NO.: 2017-041

*Authorizing the City Manager to execute an Amendment to Lease Agreement between the City of Columbia and Hampton & Assembly SPE, LLC for the parking garage located at 1520 Assembly Street, Richland County TMS #09014-11-15*

BE IT ORDAINED by the Mayor and Council this 5th day of December, 2017, that the City Manager is authorized to execute the attached Amendment to Lease Agreement, or on a form approved by the City Attorney, between the City of Columbia and Hampton & Assembly SPE, LLC for the parking garage located at 1520 Assembly Street, Richland County TMS #09014-11-15.

Requested by:

Assistant City Manager Gentry

  
\_\_\_\_\_  
Mayor

Approved by:

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

Approved as to form:

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

ATTEST:

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

Introduced: 11/21/2017

Final Reading: 12/5/2017



parking facilities but in no case greater than 3% per year. Notwithstanding the foregoing, the monthly fee per leased Parking Space shall in no event be greater than the monthly fee offered to the general public for parking in other City parking facilities.

4. During the Extension Term, Tenant shall continue to perform all maintenance and operational responsibilities of the Garage in accordance with the terms and conditions of the Lease. Tenant shall at all times shall cause the Garage to be kept and maintained, in a good repair and working order, commensurate with parking garages of the same age, condition and construction in the City parking system. In the event City exercises its options under either or both of Paragraphs 8 and 9, *infra.*, the City will clean up the premises after the City's use. In addition, during such times as the garage is being used in the manner provided in Paragraphs 8 or 9, the City will provide security for the garage in the same manner as is provided in other City-owned garages.
5. The Tennant shall procure and maintain at all times Commercial General Liability Insurance in an amount not less than One Million and No/100 (\$1,000,000.00) Dollars per occurrence and Two Million and No/100 (\$2,000,000.00) Dollars Aggregate, which policies shall name the City as an additional insured. Tenant shall provide to the City certificates of insurance evidencing such coverage.
6. As set forth in Section 5 of the Lease, Tenant agrees to provide open parking to the public at no cost from 6:00 P.M. to 6:00 A.M. daily and all hours on weekends and holidays on which the banks in Downtown Columbia are not open for business.
7. The City has the authority to authorize event organizers to promote use of this garage for evening and weekend parking for special events taking place provided the event organizers are required to clean up the premises after its use.
8. During the current and extended lease period, the City may elect to transition from a "no cost" structure to a payment structure for public parking during non-business hours, provided, however, that employees of Tenant's office building tenants who provide the proper identification as a building tenant shall not be charged for non-business hour parking. The employees of its office building tenants shall not sublet or allow third parties to use their parking spaces during non-business hours. The City will retain any revenues generated as a result of doing so.
9. Tenant agrees to work with the City alongside valet companies during non-business hours to provide space for valet uses in the garage, at the rate comparable to same uses in other garages. Such companies shall abide by all local and state requirements for said businesses. The City will retain any revenues generated as a result of doing so.
10. Except as amended by this Amendment, all terms and conditions of the Lease shall remain unchanged and in full force and effect, including Tenant's option to purchase the Garage as described in Section 30 of the Lease.
11. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute collectively one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Lease Agreement to be effective as of the date first above written.

LANDLORD:

City of Columbia

By: Teresa Wilson  
Name: Teresa Wilson  
Title: City Manager

TENANT:

HAMPTON AND ASSEMBLY SPE,  
LLC, a South Carolina limited liability  
company

By: [Signature]  
Name: John W. Foster  
Its: Manager

APPROVED AS TO FORM  
APPROVED AS TO FORM

[Signature] 10/11/17

Legal Department City of Columbia, SC