

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, OCTOBER 15, 2019

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2019



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022





Richland County Council
Regular Session
October 15, 2019 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston, Chair
Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Allison Terracio

3. **PLEDGE OF ALLEGIANCE**

The Honorable Allison Terracio

4. **PRESENTATION OF PROCLAMATIONS**

a. Community Planning Month Proclamation

The Honorable Paul Livingston

5. **PRESENTATION**

a. Serve & Connect

Kassy Alia Ray

b. United States Census Bureau

Doris Green, SC Partnership Specialist

6. **APPROVAL OF MINUTES**

a. Regular Session: October 1, 2019 [PAGES 8-38]

The Honorable Paul Livingston

7. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Larry Smith,
County Attorney

a. Economic Development/Contractual

- b. Brown vs. Election Commission
- c. SC Dept. of Revenue vs. Richland County Update
- d. Richland County vs. Program Development Team Update

9. CITIZEN'S INPUT

The Honorable Paul Livingston

- a. For Items on the Agenda Not Requiring a Public Hearing

10. CITIZEN'S INPUT

The Honorable Paul Livingston

- a. Must Pertain to Richland County Matters Not on the Agenda
(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

11. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. FOIA Request for PDT Records
- b. Signs in County's Right-of-Way

12. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. Institute of Government Classes & County Council Coalition, October 23 - 24, Embassy Suites - Columbia, 200 Stonebridge Drive
- b. Resilient Richland: One Year Later, October 25, 8:30 AM, United Way, 1818 Blanding Street
- c. 15th Annual Korean Festival, October 26, 11:00 AM - 6:00 PM, Korean Community Presbyterian Church, 1412 Richland Street
- d. "A Night at the Symphony", October 27, 5:00 PM, Harbison Theatre at Midlands Technical College, 7300 College Street, Irmo
- e. CASA's Superhero 5K Family Fun Day, November 2, 10:00 AM - 1:00 PM, Segra Park - Fireflies Stadium

13. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Proposed Retreat Locations [ACTION]

1. Greenville County
2. Charleston County
3. York County

14. OPEN / CLOSE PUBLIC HEARINGS

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to REI Automation, Inc. and REI Automation Land Company, LLC; and other related matters

15. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 19-019MA
Sherri Latosha McCain
RS-MD to OI (1.25 Acres)
250 Rabon Road
TMS # R17116-01-06 [THIRD READING] [PAGES 39-40]
- b. 19-035MA
Tiffany Harrison
RU to LI (456.01 Acres)
Blythewood Road
TMS # R15100-03-01, R15100-01-07, R12500-02-06 & R12600-03-03 (Portion) [THIRD READING] [PAGES 41-42]
- c. 19-036MA
Tiffany Harrison
RU to GC (27.54 Acres)
Blythewood Road
TMS # R15100-01-04 [THIRD READING] [PAGES 43-44]

16. THIRD READING ITEMS

The Honorable Paul Livingston

- a. 19-027MA
Phil Savage
RU to GC (8.23 Acres)
Dutch Fork Road
TMS # R02501-03-22 (Portion) [PAGES 45-46]
- b. 19-034MA
Nick Stomski
CC-3 to CC-4 (4.02 Acres)
700 Blue Ridge Terrace
TMS # R09409-01-02 & R09405-07-03 [PAGES 47-48]

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to REI Automation, Inc. and REI Automation Land Company, LLC; and other related matters [PAGES 49-70]

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Calvin Jackson

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to Ballpark, LLC; and other related matters [FIRST READING] [PAGES 71-93]

18. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

- a. Greenway Project Funding Alignment [PAGES 94-117]

19. OTHER ITEMS

The Honorable Paul Livingston

- a. Change Orders for CDBG-DR Rehabilitation Projects [PAGES 118-126]
- b. FY20 - District 7 Hospitality Tax Allocations [PAGES 127-128]
- c. FY20 - District 9 Hospitality Tax Allocations [PAGES 129-130]

20. EXECUTIVE SESSION

21. MOTION PERIOD

22. ADJOURNMENT



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Richland County Council

SPECIAL CALLED MEETING
October 1, 2019 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice-Chair; Joyce Dickerson, Calvin “Chip” Jackson, Gwen Kennedy, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Ashiya Myers, Beverly Harris, Angela Weathersby, Stacey Hamm, Leonardo Brown, Jennifer Wladischkin, Clayton Voignier, Kim Williams-Roberts, James Hayes, Ashley Powell, John Thompson, Quinton Epps, Christine Keefer, Nancy Stone-Collum, Michael Niermeier, Janet Claggett, Brad Farrar, Geo Price, Michael Byrd, Judy Carter, Sandra Haynes, Larry Smith, Jeff Ruble David Bertolini, John Hopkins, Allison Steele, Eden Logan, Brittney Hoyle Terry, Cathy Rawls, Paul Brawley Tariq Hussain and Chris Eversmann

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Gwen Kennedy
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Gwen Kennedy

POINT OF PERSONAL PRIVILEGE – Mr. Livingston recognized that Mr. Brown’s wife, Tasha, was in the audience.

4. **PRESENTATION: Riverbank Zoo’s Update** – Mr. Tommy Stringfellow stated the zoo’s mission is to create connections, inspire actions and impact conservation. He stated the continent has lost over 3 Billion birds, or 25% of the bird population, in the past 50 years. Zoos are integral parts of finding ways to reduce this. On October 12th, they will be hosting the 1st Migratory National Bird Day in South Carolina. It is an International celebration hosted to support bird migration and conservation. This year’s theme is the “Impact of Plastic Pollution on Migration and the Health of Bird Populations.” They are working with the South Carolina Wildlife Federation, South Carolina DNR, South Carolina State Parks, South Carolina Aquarium, Richland Library, Carolina Wildlife, South Carolina Audubon, Columbia Audubon, South Carolina Native Plant Society, Palmetto Experience, Palmetto Outdoors, Wild Birds Unlimited, Wingard’s Market, and the Nature Conservancy.
5. **APPROVAL OF MINUTES**
 - a. **Regular Session: September 17, 2019** – Ms. Dickerson moved, seconded by Mr. Malinowski, to approve the minutes as distributed.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Zoning Public Hearing: September 24, 2019 – Ms. Myers moved, seconded by Mr. Malinowski, to approve the minutes as distributed.

In Favor: Malinowski, Jackson, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Newton and Manning

Abstain: Terracio

The vote in favor was unanimous with Ms. Terracio abstaining from the vote.

- 6. **ADOPTION OF THE AGENDA** – Mr. Malinowski stated Item 16(d): “Homes of Hope/South Edisto Project” should be on the Consent Agenda as Item 13(i).

Mr. Malinowski moved, seconded by Ms. Dickerson, to adopt the agenda as amended.

In Favor: Malinowski, Jackson, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Newton and Manning

Abstain: Terracio

The vote in favor was unanimous with Ms. Terracio abstaining from the vote.

- 7. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. Richland County vs. AT&T
- b. Wright vs. Richland County and Tetra Tech, et. al.
- c. Club Laroice Agreement – Mr. Smith stated this matter came before Council and the agreement that was offered, at that time, did not have a place for Richland County to sign. We thought it was appropriate to add Richland County, as a party, for enforcement purposes. In addition, it was brought to our attention that one of the provisions, which the parties had agreed to, related to the dissolution of the LLC, which was not included in the agreement. Therefore, there was an amendment to the agreement.

Ms. Myers moved, seconded by Ms. Dickerson, to approve the revised agreement, as presented.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- 8. **CITIZENS’ INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – Mr. Don Oglesby spoke regarding the Homes of Hope item.

9. **CITIZENS' INPUT**

- b. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time) – No one signed up to speak.

10. **REPORT OF THE COUNTY ADMINISTRATOR** – No report was given.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. Columbia Chamber of Commerce Annual Gala, October 3, 5:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts reminded Council of the upcoming Chamber of Commerce's Annual Gala.
- b. EngenuitySC Reception, October 7, 5:30 – 7:00 PM, Spigner House – USC, 915 Gregg Street – Ms. Roberts reminded Council of the upcoming EngenuitySC Reception.
- c. Engage Richland: History & Hangar – Jim Hamilton – L. B. Owens Airport, October 10, 6:00 – 7:30 PM, Hamilton-Owens Airport, 1400 Jim Hamilton Boulevard – Ms. Roberts reminded Council of the upcoming Engage Richland at the Hamilton-Owens Airport.
- d. Institute of Government Classes & County Council Coalition, October 23 – 24, Embassy Suites – Columbia, 200 Stonebridge Drive – Ms. Roberts reminded Council of the upcoming SCAC Institute of Government classes and County Council Coalition.
- e. CIU Ribbon Cutting, October 4, 10:30 AM, 7435 Monticello Road – Ms. Roberts reminded Council of the ribbon cutting for CIU on October 4th.

12. **REPORT OF THE CHAIR** – No report was given.

13. **APPROVAL OF CONSENT ITEMS**

- a. 19-019MA, Sherri Latosha McCain, RS-MD to OI (1.25 Acres), 250 Rabon Road, TMS # R17116-01-06 [SECOND READING]
- b. 19-035MA, Tiffany Harrison, RU to LI (456.01 Acres), Blythewood Road, TMS # R15100-03-01 R15100-01-07, R12500-02-06 & R12600-03-03 (Portion) [SECOND READING]
- c. 19-036MA, Tiffany Harrison, RU to GC (27.54 Acres), Blythewood Road, TMS # R15100-01-04 [SECOND READING]
- d. Waverly Magistrate – Lease Renewal
- e. Airport Construction Contract Award Recommendations – Ms. Myers moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy and Manning

Abstain: Myers

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The motion for reconsideration failed.

- f. Donation of old air packs (SCBA) to Richland County District One's CATE Program
- g. Approval of Award of Medical Supplies

Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the consent item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy and Manning

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- a. An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2019, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2019, through June 30, 2020 – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Terracio, Jackson, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Newton, Myers and Kennedy

Opposed: Malinowski and Walker

The vote was in favor.

15. **SECOND READING ITEMS**

- a. 19-027MA, Phil Savage, RU to GC (8.23 Acres), Dutch Fork Road, TMS # R02501-03-22 (Portion) – Mr. Malinowski stated he is going to move for 2nd Reading approval. While Mr. Savage, the applicant has agreed to cut out approximately 1 acre of property that borders the neighborhood, so it will not be rezoned, but remain rural. The County ordinance states that all scratch plans for subdivisions, which this would then be, must be approved by a registered Engineer or licensed surveyor. Until Mr. Savage gets that done, Mr. Malinowski does not want to see it back on the agenda until staff has determined that has been properly done.

Mr. Malinowski moved, seconded by Kennedy, to approve this item, with the stipulations expressed in his comments above.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy

Opposed: Manning

The vote was in favor.

- b. 19-034MA, Nick Stomski, CC-3 to CC-4 (4.02 Acres), 700 Blue Ridge Terrace, TMS # R09409-01-02 & R09405-07-03 – Ms. Myers moved, seconded by Mr. Malinowski, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

16. **REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

- a. Award of Uniform Services Project – Mr. Malinowski stated, in the committee meeting, he requested to be provided with which departments are utilizing uniforms. He stated he never got the information and it is not included in the agenda packet.

Ms. Newton noted the information was included in the agenda packet.

Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Legal Services Contract Extension for Richland County Conservation Commission (RCCC) – Ms. Dickerson stated the committee recommended to bid out the contract.

Mr. Malinowski stated, it his understanding, from some information that was received from the Conservation Commission, that when this contract expires with Mr. Driggers they could be left without any legal assistance for matters coming before them.

Mr. Malinowski made a substitute motion, seconded by Mr. Jackson, that until Procurement has had the opportunity to advertise and bring it back to Council for a decision that we allow Mr. Driggers to continue in that position.

Ms. Myers pointed out that technically both motions violate the County's ordinances. By ordinance, Mr. Smith is in charge of hiring lawyers for the County. To the extent, that we would be redirecting that through Procurement, when actually the proper way for it to be done is through Mr. Smith's office according to our County ordinance.

Mr. Smith stated that is correct. All of the attorneys that work for the County work under the County Attorney's supervision. However, in terms of how he employs them, he can employ them directly or he can go out for bid.

Mr. Malinowski withdrew his motion.

Mr. Walker stated, for clarification, an appropriate substitute motion would be to direct the County Attorney to procure, through all appropriate means, representation for the Conservation Commission.

Mr. Smith responded in the affirmative.

Mr. Walker moved, seconded by Mr. Malinowski, to direct the County Attorney to procure representation for the Conservation Commission.

Mr. Manning inquired how this determination came about since the committee meeting. This was on the committee agenda, and the agenda was not vetted. Now we are understanding that this happens through Mr. Smith's office, and not the way it has been.

Mr. Smith stated there are 2 ways that you can procure these services. One way is he could select someone because it is Professional Services. However, this matter came to the committee, and the committee expressed its preference that these services be bid.

Mr. Manning stated, for clarification, the motion tonight is to go about procuring, but in the meanwhile, when there is any need Mr. Smith hires the attorney. In other words, if next month we need a Conservation attorney, if we are not extending this contract until it goes through your procurement process, then how do we have those legal services.

Mr. Smith stated between that time and the time that this goes through the County Attorney's Office will do whatever they can to assist the Conservation Commission with whatever issues they may have. If it is the preference of Council that we procure these services, in a particular fashion, then he will carry out that directive.

Mr. Manning stated, for clarification, we ruled out of order a motion for Council to extend the current contract until Mr. Smith procures these services.

Mr. Smith stated, as he understood the issue, the statement, by Ms. Myers, was that technically the services of attorneys comes through the County Attorney's Office. Those services can be procured directly by the County Attorney or by way of a RFP. It is his understanding; the preference of the committee was for the services, related to the Conservation Commission, be procured by way of a RFP.

Mr. Manning inquired if it is currently not being done right. The motion that Mr. Malinowski made, which was to extend the contract, we are not able to do because all attorney services should be coming through Mr. Smith's office. He stated, if it is not coming through Mr. Smith's office today, then how tomorrow could it be legitimate, if the only legitimacy is when it comes through Mr. Smith's office.

Mr. Smith stated, as he understands the motion, it is coming through his office, by way of this Council directive. It will be coming through his office for purposes of procuring those services rather than having him select directly someone.

Mr. Manning inquired if it is currently coming through Mr. Smith's office. For example, if tomorrow morning there is a legal matter, related to the Conservation Commission, their current attorney is through Mr. Smith's office.

Mr. Smith stated, as he understands it, if that contract has expired, then they do not have...

Ms. Dickerson stated the contract does not expire until November 1st.

Mr. Manning requested Mr. Malinowski to repeat his motion and then to have it repeated why Council could not take up the motion.

Mr. Malinowski stated, in essence, it was that we allow Mr. Driggers to continue as the Conservation Commission's attorney during the time that Procurement sends out there advertisement and brings back a recommendation to hire an attorney. He stated Ms. Myers said, according to current County ordinance, this is not a legal motion because attorneys have to go through Mr. Smith's office, so he withdrew the motion.

Mr. Manning stated, that brings him back to, how is this attorney going to act on behalf of the Conservation Commission tomorrow, if they currently are not working in Mr. Smith's office.

Ms. Dickerson stated Mr. Driggers' contract ends November 1. If we put this out for bid now, hopefully, before November 1, we will be able to secure an attorney. In the meantime, if we have not procured anyone, Mr. Smith can act as the attorney for the Conservation Commission.

Ms. Myers stated Council ought to be leading the way on us following the County's Procurement Guidelines and Guidelines for Professional Services throughout the County. To the extent that lawyers are hired, there is a specific rule that says that Mr. Smith hires them. Everything else is purchased through Procurement. When we veer off that path, it creates issues.

Mr. Walker restated his motion that we direct the County Attorney to procure legal services for the Richland County Conservation Commission, by way of standard procurement.

In Favor: Terracio, Malinowski, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Manning

Abstain: Jackson

The vote was in favor.

- c. Fire Stations' Roof Replacement – Ms. Dickerson stated the committee recommended approval of this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy and Manning

The vote in favor was unanimous.

- d. FY19-20 Public Serviced Projects – Ms. Dickerson stated the committee recommend approval of this item.

Mr. Malinowski stated, one of the reasons these funds are provided to different groups, that apply, is the funded service must be unique. He inquired, at the committee meeting, about what was unique about the Epworth Home, the Central Midlands Regional Transit Authority and the Girls Scouts. He agrees Homeworks is a unique group.

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Ms. Teasdell stated what is unique about all of the public service programs is that HUD required continuum of care. The Girl Scouts offers girls an opportunity to be able to participate in a program that otherwise they would not get to because it is for LMI. They would not have the opportunity to purchase the uniforms. The Girl Scouts ensures they are LMI. The majority of the families that Girl Scouts goes after have incomes of \$20,000 or less for a household of four. This year, Epworth is doing a new home for persons that have aged out, and are going to be homeless. As far as the CMRTA, some bus stops have elderly persons standing. There are no seats or coverings, so they are exposed to the elements. They believe the bus shelters will be beneficial to the citizens in unincorporated Richland County.

Mr. Malinowski stated, in the future, we need to eliminate the word unique and make LMI a qualifier.

Mr. Walker stated he agrees with the fundamentals of the programs, and the emphasis on helping those that need it. He fundamentally disagree with funding anything for CMRTA.

Mr. Malinowski moved, seconded by Mr. Walker, to divide the question.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote to divide the question was unanimous.

1. Home Works of America

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy

The vote in favor was unanimous.

2. Epworth Children's Home

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy

The vote in favor was unanimous.

3. Central Midlands Regional Transit Authority (CMRTA)

In Favor: Terracio, Jackson, Newton, Myers, Manning, Dickerson and Livingston

Opposed: Malinowski and Walker

Present but Not Voting: Kennedy and McBride

The vote was in favor.

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4. Girls Scout of South Carolina

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy

The vote in favor was unanimous.

- e. Homes of Hope/South Edisto Project [TO DENY] – Ms. Terracio stated she is unsure why this item has been recommended for denial.

Ms. Myers stated there were questions raised as to the cost per acre. Our contribution was to be used to purchase land. It seemed, the per acre cost, was not consistent with the area. Other members raised concerns as to the value of the benefit to each person who would be getting an affordable home, and if we were overpaying. The concern, on the other side, is that we recognize that the County had made a promise. There were concerns, that having made that promise, Homes of Hope had extended themselves and engaged others.

Ms. Terracio inquired if the price seems to be inflated in comparison to other land prices in the surrounding region. She inquired if there could be any improvements made that would allow us to move forward with the project. She recommended deferring the item for 6 weeks to receive additional information.

Ms. McBride stated the committee valued the project. It was looking at the overall cost of the project. She stated we support affordable housing, but we questioned, at that time, whether it was affordable. The other area of interest is the matter of which we evaluate grants. Based on her experience as a grant reviewer, we used external contractors to evaluate the grants to ensure fairness. She suggested the Administrator look at an external evaluator. In addition, there needs to be some type of grid, so you can look at the different areas and apply points.

Mr. Manning stated he is not as clear as he would like to be about why the committee denied it, when he is also hearing there were some questions they did not feel like there was a good answer for, at the committee level. He was glad the Homes for Hope representative was in attendance and he answered some questions. While they presented, what they presented, he does not know that he was listening to hear that presentation to be answers to questions that he is not sure what the questions were in the committee.

Mr. Manning made a substitute motion, seconded by Mr. Malinowski, to refer this item back to the committee.

Mr. Jackson stated this is one of the problems, when you exercise your right not to vote. When you wonder why it was denied, only one person on the committee voted. The rest of the members did not vote on this issue. That is why the one vote for denial passed as a unanimous vote. So, tonight here we are with the issue that, though people were having difficulty with, they chose not to cast their vote regarding how they felt about the issue. As it relates to the issue that he has with it, his concern dealt with the cost to purchase the land, and whether or not it was market value. When he asked if the cost could be negotiated, he was told “no”, which surprised him that the lock-in price for land could not be negotiated, at all. Because that would seem to be an inflexible response, as a member of full Council, he would be opposed to agreeing to the deal. He feels the costs should, and could be negotiated down.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

17. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. Authorizing the relocation of certain property situated in Richland County and located in the I-77 Corridor Regional Industrial Park (“Park”) from Phase I to Phase II of the Park – Mr. Jackson stated the committee recommended approval of this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy and Manning

The vote in favor was unanimous.

- b. The Village at Sandhill 2019 Assessment – Mr. Jackson stated the committee did not have a recommendation on this item.

Mr. Walker moved, seconded by Mr. Malinowski, to approve this item.

Mr. Jackson stated this item deals with the Village of Sandhills commercial development in Northeast Columbia. Last week, he held a meeting with the residents of the Northeast, but particularly the constituents of District 9, to discuss a neighborhood improvement plan. They happened to meet in the Village, at the R2i2 building located on Richland District II’s campus. While at that meeting, we allowed the community to voice their concerns about any issues in Northeast Columbia. The overwhelming concerns, and conversations, centered around the decline in the businesses in the Village of Sandhills. Because of that, the revenue is down. The group implored him to come back and get Richland County involved in trying to save the Village, and come up with strategies to address the declining tenancy rate in the Village. He gave them his word that he would do that. Unfortunately, he was not aware that the annual assessment, or tax bills, on the property would be going out this week. Recognizing the decline in the number of businesses that were there last year, but who are not there this year, those developers will now have a greater cost to bear with fewer people beneath them to help to defray that cost. He was educated on the process on how that works. He was educated on the process of the commitment that was made by those developers 14 – 15 years ago. And, he was educated on the fact that this is an annual assessment; therefore, no one should be surprised. However, he simply asked that he be given a 2-week grace period to have a conversation about how we can save the Village, while recognizing and honoring this debt on the bond that they incurred and agreed to pay. He was informed that would not be possibly. Therefore, he was not comfortable, after giving his word last week to the citizens of Northeast Columbia to do everything he could to save the Village at Sandhills, to come in tonight and vote to apply the annual assessment of \$1.8M on a commercial development that is declining in tenants almost daily.

Ms. Dickerson inquired if the Village of Sandhills is in the City of Columbia. It is her understanding, that they annexed the Village of Sandhills.

Mr. Smith stated he does not think so, but he is not up to date on all the annexations.

Mr. Malinowski stated on p. 170, of the agenda, Table D, it shows all these tax years, starting with 2013, where these are unpaid payments. He is sure that if we had not paid our taxes these would be up for tax sale. He inquired if these parcels go up for tax sale.

Mr. Ray Jones stated if they go unpaid they do go to tax sale. In each case, you see in the table, they have been redeemed, prior to the tax sale date. The table shows the taxes were not paid timely, but they have since been paid.

Mr. Malinowski stated, where it shows the 2019-2020 payment amount, is there some type of special formula that rounds up or down because many of the figures are off.

Mr. Jones stated the company that prepared the table indicated that the tables are slightly off due to rounding. They all have to add up to a specific amount, which is equal to the bond payment.

Mr. Livingston stated this is a self-imposed tax by the developer because they needed the funds for the infrastructure at the given time. For the last 15 years, this has been a pass through. His concern is what happens if this tax is not paid, and you have bonds that need to be levied. He inquired about the impact on tax bills getting out, if this does not pass.

Mr. Brawley stated, earlier tonight, Council passed the millage rate. By doing that, it keeps us on track to get our tax bills out on the normal schedule. This is a part of the tax bills for the Sandhills. As we know, the debt has to be paid. If you delay the vote tonight, it will delay the tax bills going out approximately a month, which could have an impact on the cash flow for the County.

Mr. Livingston inquired if that is the tax bill for Sandhills or the entire County.

Mr. Brawley stated it is for the entire County.

Ms. Myers requested Mr. Brawley to explain why the Village at Sandhills tax bills not being run would stop the other tax bills being sent out.

Mr. Brawley stated, in order to calculate the tax bills, we have calculate everything at one time. The system does not allow separate calculations.

Ms. Myers stated she does not think Mr. Jackson is asking to have it recalculated. We discussed it in EDC, and she thought that Mr. Jackson's point was he takes no issue with the calculations. He just wanted time to speak with his constituents.

Mr. Brawley stated he does not think putting this on the tax bills would prevent Mr. Jackson from talking to his constituents. That amount is going to have to go on the tax bills whether we have a meeting, next week or 2 weeks from now because the debt has to be paid. In order for us to keep our schedule for taxes, we have worked diligently to try to make sure we could get before you tonight with the millage concerns. Again, by not passing this tonight, it will delay the tax bills.

Mr. Jackson inquired, if this passes, how quickly will tax bills be mailed out.

Mr. Brawley stated tax bills are scheduled to be mailed out at the end of October or first of November.

Mr. Jackson stated we could simultaneously have a conversation, understanding that he could say to the group, "You can expect the tax bill the first of November. As a result of that, here is what you need to be thinking about if you lost revenue in the Village."

In Favor: Terracio, Malinowski, Newton, Myers, Walker, Livingston and McBride

Abstain: Jackson, Manning and Dickerson

Present but Not Voting: Kennedy

The vote in favor was unanimous with Mr. Jackson, Mr. Manning and Ms. Dickerson abstaining from the vote.

Mr. Manning moved, seconded by Ms. Terracio, to reconsider this item and the Millage Ordinance.

Opposed: Terracio, Malinowski, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Abstain: Jackson

The motion for reconsideration failed.

18. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

a. NOTIFICATION OF VACANCIES:

1. Accommodations Tax – Two (2) Vacancies (1 applicant must have a background in the lodging industry & 1 applicant must have a background in the cultural industry)
2. Hospitality Tax – Three (3) Vacancies (TWO applicants must be from Restaurant Industry)
3. Employee Grievance Committee – Seven (7) Vacancies (MUST be a Richland County employee; 2 seats are alternates)
4. Board of Assessment Appeals – Two (2) Vacancies
5. Board of Zoning Appeals – One (1) Vacancy
6. Building Codes Board of Appeals – Five (5) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the Gas Industry, ONE from the Building Industry & TWO from Fire Industry as alternates)
7. Procurement Review Panel – Two (2) Vacancies (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
8. Planning Commission – Four (4) Vacancies
9. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
10. Community Relations Council – Two (2) Vacancies

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11. Township Auditorium Board – One (1) Vacancy
12. Richland Memorial Hospital Board – Five (5) Vacancies
13. Airport Commission – Three (3) Vacancies
14. LRADAC – One (1) Vacancy
15. East Richland Public Service Commission – One (1) Vacancy
16. CMRTA – One (1) Vacancy

Ms. Newton stated the committee recommended advertising/re-advertising for the vacancies.

Ms. McBride inquired about the procedures for advertising, and who does the advertising, to ensure that the entire Richland County community is aware of the vacancies.

Ms. Roberts stated we send the advertisements out through The State newspaper. The ads run for approximately 2 weeks. In addition, we utilize Cola Today. Occasionally, we have also used our PIO Office to promote the vacancies.

Mr. Livingston inquired if we utilize our website.

Ms. Roberts stated that we sometimes utilize the website.

Ms. McBride stated she noticed, looking at other cities, they use their website, but in addition they use local/community papers. There is such a thing a public service announcement that we could get the word out. She thinks we need to expand our efforts to announce the vacancies that we have. She would like for us to work on that.

Mr. Manning inquired, as a part of the advertisements, do they include what the committees do. He stated we just put out there, hit or miss, helter-skelter, with a paper that used to be in this town, and sometimes our PIO Office. Even if you happen to see those wonderful places, you do not have a clue what it is.

Ms. Newton stated the descriptions for the boards and commissions, and their requirements, are listed on the Richland County webpage.

Mr. Manning stated we might want to reference that on the application.

Ms. McBride stated she would like a report back to the Council on the new procedures that have been put in place for advertisement.

POINT OF ORDER: Mr. Malinowski stated we are here to vote on these items that came from the Rules & Appointments agenda. He recommended that Ms. McBride make a motion, so that it can be forwarded to the committee.

Ms. McBride stated she would be glad to do, but her statement stands.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

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Opposed: Manning

The vote was in favor.

b. NOTIFICATION OF APPOINTMENTS:

1. Community Relations Council – 2 – The committee recommended re-advertising these positions; and were included in the previous item.

19. **REPORT FO THE TRANSPORTATION AD HOC COMMITTEE**

a. ITEMS FOR INFORMATION

1. Cash Flow Presentation – First Tryon – Mr. Niermeier stated First Tryon is not in attendance tonight, but they can be here in 2 weeks to address the two different models, outlined in the agenda packet, as well as, how the pay-as-you-go model would look.

Ms. Newton stated, for clarification, the cash flow model is presuming that we will not have to pay the \$52M to SCDOT.

Mr. Niermeier responded in the affirmative.

Ms. Newton stated, for clarification, the Richland County Transportation Department costs listed is the costs for the team that is going to be managing this program in-house.

Mr. Niermeier stated that is actually the worst case scenario. It is highly likely that number is going to be significantly less.

Ms. Newton requested to see the estimates upon which the assumptions were based.

Ms. Myers stated we have consistently said that we are going to realize cost savings from changing some of the requirements under the referendum and scaling down these projects. The standing question remains whether or not we have the authority to do that without 3 Readings and Public Hearing. She requested something in writing, by the October 15th Council meeting, from Legal telling them exactly what to do since the money is being counted in the budget.

2. Legal Opinion on State law regarding entities financial responsibility – Mr. Niermeier stated Ms. Malane Pike briefed the committee on this matter. The bill requires any entity undertaking a transportation project to bear the cost related to relocating water and sewer lines up to 4% of the original construction bid amount for large utilities, and a 100% of the original construct bid amount for small utilities. The bill does not impact prior rights. The only project this pertains to, at the moment, is Blythewood Road Widening, where there is an agreement with the Town of Winnsboro, so we would be assuming the cost for relocation of the water lines.
3. Blythewood/SCDOT Maintenance Agreement Update – Mr. Niermeier stated the Ad Hoc Committee requested staff and the PDT to go back and renegotiate the agreement between the Town of Blythewood and SCDOT for maintenance of the Shared-Use Path. On September 23, the Town of Blythewood voted to approve it, and signed their half of the agreement. The agreement is now back with SCDOT to be signed appropriately. Thus removing the County from the middle of the agreement.

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4. Policy for addressing projects over the 2012 referendum amount – Mr. Niermeier stated what they presented to the Ad Hoc was a preliminary assessment, independently done by the engineers and project managers of the Transportation Department. To look independently at the data they were based on and the desired intent. In addition, to look systemically to determine if there are ways we can change/modify the scope to potentially save money on developing these. The intent is to continue to work on it, and look at other factors (i.e. utilities) and bring it back to the Ad Hoc in October with formal recommendations.

Mr. Jackson stated one of the critical points made in the committee meeting was that where expenditures of funds have occurred, by the County, we did not want to walk away from those costs that have been incurred and to make sure there is a plan.

5. Transition Update – Mr. Niermeier stated there has been a lot of work done by staff, the PDT, Administration, as well as, other departments within the County. They have released 2 RFQs and 1 RFP. The On-Call Engineering Team RFQ was released on August 2, and closed on September 18. Eighteen submissions were received and are currently being evaluated. The Construction, Engineering & Inspection RFQ was released on August 29, and closed on September 27. They received 16 responses and are currently under evaluation. The RFP for Staff Augmentation was released on September and will close on October 11.

Mr. Walker inquired if all the RFQs and RFPs are flowing through the County's standard procurement process.

Mr. Niermeier responded in the affirmative. He stated the next RFQ they need to release is for Geotechnical/Material Testing. The County has a similar existing contract out right now that is rather dated. They are coordinating the Planning & Development's Conservation Division for the mitigation bank maintenance, which was something the PDT maintained. They have hired three of the four new Project Managers/Engineers. All four of the CE&I Inspector positions have been filled. Additional positions, needed immediately, will be filled through the CE&I RFQ. They anticipate 5 – 7 positions to be filled with the Staff Augmentation RFP. They have access to all the PDT Penny Program server and FTP site. Having access has been critical in assumption of the projects. During the financial transition discussions, the reconciled data was requested and delivered from the PDT. It is in the Finance Departments possession. This will support any past financial audits that we are going through, as well as, allow us to map the data from the PDT into our own system. They are coordinating the move of some of the right-of-way documentation, in concert to a lot of the other furniture (file cabinets, tables, plotters, electronics) from the PDT office. The 2nd financial County turnover meeting was held to discuss computability and whether we need to assume any of the software needs. The PDT will provide reconciled data up to June 30, 2019, and then a final reconciliation will take place at the end of the program.

Mr. Walker requested some insight, as it pertains to the final reconciliation, at the end of the contract. He stated, typically, when he manages a construction contract or project, there is a retention portion of the contract at the end that makes sure that all outstanding obligations are fulfilled prior to releasing the contractor from the obligations. He inquired if our contract contemplates a retention, and if so, what percentage/amount would be retained.

Mr. Niermeier stated he does not the answer to that question. He stated they pay monthly, which is a part of the agreement. There is not a retainage withheld from that monthly payment. There will be a final payment going into October, when we are looking at either needing to add

more money for construction and inspection or a refund of money allocated for construction and inspection.

Mr. Walker stated, if all things stay the same, there would be some kind of pay application remitted for the PDT's October management fee. It will subsequently be paid, and that represents final payment to the PDT, in advance of completion of the contract.

Mr. Niermeier responded in the affirmative. He stated there would likely be one final invoice for reconciliation, if there were a retainage that needs to be released. We would be sure that we are compliant with any deliverables they owe us before that would be released. If there is more money required, that we have agreed to, for construction management or inspection, that will be reconciled at that time.

Mr. Walker stated, to correlate this line of questioning to his overarching concern, if there were any...we have been in a 5-year very large, very detailed, very intricate working arrangement with the PDT. As it stands today, if we remit final payment, to the PDT in October, and this contract goes away November 3rd, and liability arises, as a result of some activity over the past 5 years, without some type of retention period, and lookback (i.e. audit results), we would have handed away our only recourse to claw back or otherwise retain dollars that could potentially be punitive to the County and the General Fund. On our current path, we have no opportunity to retain or claw back any dollars that could ultimately be used to offset any liabilities raised in the future.

Mr. Jackson stated whatever is not included, was not included in the original contract, unless we now decide to, as a body, modify or amend the contract, it is not in the contract that ends at the end of this month. He is referring to point that Mr. Walker just made, in terms of the ability to hold funds back until some period in the future, in the event that there may be liability that we incur. He stated, if we did not identify that to be a part of the contract, could that be imposed now.

Mr. Smith stated you could not unilaterally amend the contract, meaning that if there are no terms and conditions that currently exist in the contract, which would allow for that, then obviously we could not unilaterally amend it to include that.

Mr. Jackson stated the funds that have been given to the PDT, up to this point, are for items that have been delivered. He inquired if Mr. Beaty will be receiving any monies for which he has not provided the deliverable, between now and the end of this month.

Mr. Beaty stated he would not.

Ms. Myers inquired if the contract allows the County to hold back funds that it deems disputed or improperly paid. She stated we have a unilateral right, under the contract, to withhold funds if they are deemed overpaid or improper.

Mr. Smith stated there is a provision in the contract that deals with overpayment. There may be a provision, in the contract, that deals with a situation where we go in and inspect something and find that it is not correct, we could, perhaps, withhold funds for those reasons.

Ms. Myers inquired, if it would be prudent, prior to making the final payments, reconciling and checking to be sure that...once the money is out the door, nobody is going to bring us a check back, and the PDT will no longer exist. She inquired if there some prudence in saying we would

reconcile before making final payments, under the contract. As Mr. Walker points out, there is likely coming some audit that may tell us whether or not amounts that we have deemed prudent are even prudent. She stated it might be wise given that we have 2 final payments. Mr. Niermeier stated we have the current pay app in hand, we will have the final from October, and potentially a reconciliation payment after November.

Ms. Myers stated it might be wise to begin that process while there is still something to be talked about rather than doing it once we have paid all the pay apps.

Mr. Smith stated there is a specific provision, which says, if any inspection by County, or its representatives, of contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memorandums, or other data, related to the contract documents, reveals an overcharge, the County may deduct said overcharge from any payments due contractor. If no funds remain due the contractor, the contractor shall, within seven (7) calendar days of receipt of such written demand for repayment, tender the amount of such overpayment to the County to otherwise resolve the demand. That the County would have the ability to inspect and determine that all things are appropriate.

Ms. Myers stated, for clarification, Mr. Smith said it is an inspection of records, books, correspondence, drawings, etc. Much of which has been given to us in a million-page dump. The inspection might be a little bit difficult, but that is the basis on which we can make a determination.

Mr. Smith responded in the affirmative. He stated if any of those things indicate there has been an overpayment to them, then the contract gives the County the right to deduct those overcharge payments from whatever amount they are due.

Ms. Myers inquired if a motion is in order, based on what we have been given.

Mr. Livingston stated we are doing the transition update for information.

Ms. Myers inquired if a motion arises out of the discussion why cannot we put it on the floor.

Mr. Smith stated he is going to leave the decision to the Chair, but he thought these were items for information.

Mr. Livingston stated there would be time to make the motion, or you can let staff know where you are and what you are thinking so they can work on it.

Ms. Myers stated, if that is where we are, and we know we have 2 payments left, we also know that there is coming a day when we are going to be given audit results. She would suggest that we hold those payments pending reconciliation and some analysis from DOR that lets us know if our assumptions are right. If our assumptions are wrong, there is no recourse. It seemed to her that we would get underway a final reconciliation, and that those 2 payments would not be made until we have gotten clearance. Otherwise, she does not see how it is prudent to make those payments.

Ms. Newton stated Mr. Smith read a section that talked about overcharging and deducting from payments. She stated we are currently in litigation with the PDT over certain charges, so how does that apply to this closeout and our final payments.

Mr. Smith stated the litigation that we are currently involved in, with the PDT, is in relation to reimbursable. We went through a process, as part of that litigation, to go through formal mediation, which was not successful. It is his understanding, there may be, or there intends to be some discussions about a potential resolution of that particular matter. The County certainly has as an option, if it is not resolved, to resolve it through those means.

Mr. Manning inquired if the audit that was referenced is going to be done by the audit committee, which we are currently advertising vacancies for. He requested more information about the audit.

Ms. Myers stated she referenced the DOR audit.

Mr. Manning stated several months ago, we had a work session and there were a whole bunch of questions asked. He inquired when the answers would be forthcoming.

No response was given to Mr. Manning's inquiry.

Mr. Jackson inquired, since the DOR audit has been referenced, is it prudent or reasonable to establish a window of time, or timeframe, that if you are going to withhold someone's payment, if something has not materialized, that it would be released. He stated he was saying that to preempt the potential motion that may come before Council. He is not opposed to withholding funds, in the event that there may be determination by another source, that this some overpayment. He wants to make sure that if in fact that happens that is not done indefinitely because we have been waiting now on an audit for some period of time. It has been going back and forth to the different levels of court. He does not think that it is fair to penalize a vendor by withholding their funds for work they have performed in anticipation of an audit that we have no idea if, and when, it will materialize. Moreover, if it does, if it will in fact implicate the vendor that we are withholding the funds for. He thinks that is a big stretch by anyone's determination. The final question would be who determines whether there has been an overpayment. Someone used the term we are in litigation. We are not in litigation. We had a dispute. It was taken to mediation, but there is no formal litigation currently going between the County and the PDT.

Ms. Myers stated her comments are based on the Supreme Court's ruling that is binding on this body, the PDT, and everybody in the State of South Carolina. The Supreme Court made a ruling, back in March, that told us what they thought were allowable expenses, and what were not allowable expenses. We then asked to go back to DOR and debate with them. There are pretty bright lines in that Order. Her concern is that where we are now is that we have a binding, non-appealable Supreme Court Order, which told us, beyond a shadow of doubt, that some of these payments are not allowable. She thinks it is prudent to be more, rather than less, cautious and to err on the side of holding back funds that may be in dispute. She stated she has been nervous about the Supreme Court opinion, since it came out. It is her opinion that opinion gave us some narrow guidelines that we have been trying to negotiate around. It seems to her, since this contract is ending, and the right under the contract belongs to the County, and it is a unilateral right. We have the right, under that contract, to withhold funds that we believe should not be paid. There should be some finite period to it, but not holding the funds back, in her opinion, would be foolhardy.

Mr. Livingston inquired if we can trust our reliable staff to come back with a recommendation, based on this discussion.

Ms. Myers inquired if staff is going to approve the payments before they come back with a recommendation.

Ms. McBride inquired as to what staff would be coming back with the recommendation.

Mr. Brown stated he is not answering the question because that is a vague question. He inquired if the question is if Transportation will process the payment of the request. He inquired if Council is saying, "Transportation do not process any future invoices, so that they do not get into the system." In order for them to get into the system, to be paid, they have to start with someone putting them into the system for payment. On the other hand, are you saying, "Mr. Administrator, have you heard us speaking, and in so many words, do not approve what is in the workflow for the PDT."

Ms. Myers stated that is why she was asking if a motion was in order. She knows what her personal opinion is, but she does not have the right to make that kind of decision without a vote of Council.

Mr. Livingston stated this is not in order because this is not an action item, and many of the Council members have not had the privilege to prepare for this particular discussion. He does not know why it would make any difference between now and our next regular meeting.

Ms. Myers stated we would not have the money. We are deciding whether we would pay out the money.

Mr. Brown stated, one of things that has been brought to his attention that we need to talk about whether the funds we are withholding, that are sent to the PDT, some portion is remitted to the contractors. He stated, when we receive the pay app, and they say this is the work that has been done, remit us this payment, we do not know specifically if they are taking that money and paying the contractors or if the PDT is taking those funds. Clarity wise, he thinks there is a bigger understanding he would like to hear, so that we can figure out how we serve your need, but at the same time, not get into a situation where contractors are not being paid and we are stopping work.

Ms. Myers inquired if the contract allowed for direct payment to subs.

Mr. Smith stated he did not have the contract in front of him. He would have to go back and take a look at whether there this a provision which allows that.

Ms. Myers stated, if the Chair is ruling that a motion is not appropriate at this time, she would like to go on record as saying, she thinks it is entirely inappropriate to make payments,, under the contract, knowing that we are 32 days from its end, and there may be a dispute about large sums of money that are being paid out of the County. To the extent, that we could vote to hold it. It is not as if we have a year. She does not know that that is dispositive of the death spiral for a company that is disbanding anyway. She would like for Council to be allowed to take a vote on what it is a very critical matter.

Ms. Dickerson dittoed Ms. Myers and Mr. Walker's concerns about the final payments.

Mr. Walker moved, seconded Mr. Malinowski, to reconsider the agenda.

In Favor: Terracio, Malinowski, Newton, Myers, Kennedy, Walker, Dickerson and McBride

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Opposed: Jackson, Manning and Livingston

The motion for reconsideration passed.

Mr. Walker moved, seconded by Ms. Myers, to move Item 19(a)(5): Transition Update to Item 19(b)(1) and renumber the remaining action items.

Ms. McBride stated she agrees with Mr. Manning. We have had some many questions unanswered, and at this time, with all the different issues that have not been addressed, she has concerns about voting on this item. She thanked Mr. Jackson for doing an excellent job with the Transportation Ad Hoc Committee, but she has some real concerns regarding the processes in place because we cannot explain all the different questions that are still coming up. She does not know who is directly working with our Transportation Department. How close legal is working with them. Who is responsible for what, and she, in good faith, cannot take a vote on this item.

Mr. Walker stated, with all due respect, the more questions there are, in his opinion, the more reason there is for retention of funds.

Ms. McBride stated she is not sure whether the actual closeout takes place within those 31 days, if there are some irregularities that are dealt with. She does not know the urgency. We could always have a Special Called meeting.

Mr. Jackson stated, in his experience, each time we have hastily voted on issues, requested records and files to be sent, and dealt with people's future status and positions, we have made some very bad decisions, without having all the facts. Only later to find out that what we were voting for was not what we wanted. He thinks hastily voting to withhold funds for work that has been done and signed off on, in the past, by both our vendor and County staff, even if it is in question now, was not done in a vacuum or in an isolated way by an external vendor without the County's knowledge. To now suddenly hold the vendor hostage, while we wait on a possible DOR report, that may or may not implicate that vendor, is grossly wrong. He does not disagree with the Supreme Court, but what they did do was direct it back to the DOR, who then began to negotiate with the County, not the vendor, to determine whether there is any violation of overpayment. If anybody's funds should be withheld, we should be withholding our own funds because we authorize payments that are now in question by the Supreme Court. The external vendor had no authority to spend any money, without a County appointed staff member, in the equivalent position of the Director of Transportation. To now suggest they may have done something illegally, overspent money or inappropriately spent money that somehow we did not know about as a County, when we signed off on every one of those, is being disingenuous. Every payment that was made to that vendor was authorized, and signed off by, an official representative of the County. If there is anybody he wants to hold responsible it is those County officials, that are no longer here, who approved those payments that are now in question of being illegal.

Ms. Newton stated she is not accusing any illegality or anything like that. She recommended we bridge the divide. One of the questions, from her perspective, that is unanswered, is what the closeout process is. We want all of our vendors to be paid. We are acknowledging there is information missing about the closeout process and about what the contract says. She does not feel like we are trying to hold things up in perpetuity.

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POINT OF ORDER: Mr. Malinowski stated we have a lot of discussion taking place, and the vote has not been taken on whether we want to move this to an action item.

In Favor: Terracio, Malinowski, Newton, Myers, Walker and Dickerson

Opposed: Jackson, Manning, Livingston and McBride

Present but Not Voting: Kennedy

The vote was in favor.

Mr. Livingston inquired, according to our rules, what is required to add an action item to the agenda on the day of the meeting.

Mr. Smith stated there was a motion made to amend the agenda. That motion passed; therefore, the agenda was amended to move the item from information to action.

Mr. Livingston stated, for clarification, so we added an action item to the agenda.

Mr. Smith responded in the affirmative. The item was already on the agenda. It was just in a different place.

Mr. Livingston stated what you are doing is adding an action item to the agenda.

Ms. Myers stated it is not adding an action item. It is moving an item from one place to another on the agenda, which is different than adding an item.

Mr. Smith stated, when the Chair said he added the item that implies that the item was otherwise not there. You amended the agenda to take it from information, one place, where it was already on the agenda, to another place on the agenda, which now requires that Council act on that item.

Mr. Jackson stated, for clarification, the item that was moved was a Transition Update. The item being debated, to be voted on, is not the Transition Update. It is a specific subpart of that, so that would be adding that. That is a new item. The item on agenda, for information, simply says, "Transition Update" not "Withholding Funds from the Organization".

Mr. Livingston stated they added a new item to the agenda.

Mr. Walker stated the financial update, within the transition update, makes the motion and conversation germane to the original agenda item.

Mr. Jackson stated there are multiple items in the Transition Update. Are we now selecting that one only to vote on? There are other items in there that should be voted on, if we are going to vote on the Transition Update, as a whole.

Mr. Livingston inquired as to what is a required vote for the motion, based on our rules. Although it was discussed, it is a new action item added to the agenda.

Ms. Myers stated, with all due respect, it is not a new item. Calling it a new item takes it into a category that steers it into a required unanimous vote. We were discussing an item that was on

the agenda, as an item for information. We asked to move it to a 2nd place on the agenda. This is not an item that was not on agenda, and categorizing it that way is trying to move it out of discussion completely. In her opinion, that is not fair. It was fairly before us, just not as an action item.

Ms. Dickerson stated she is not participating in anything that is illegal. What we were talking about was reconciliation. For someone to insinuate that we are talking about something illegal, she has a very serious problem. She is trying to get information to make a decision, and that is what she wants.

Mr. Walker stated he in no way implied any illegality in this conversation. We are waiting on some outstanding findings. It would be prudent to build a buffer against the potential outcome of these findings.

Mr. Walker moved, seconded by Ms. Myers, to withhold any remaining management fee invoices, whether they have been applied for currently, or to be applied, until such point that our Legal Department advises that we have allowed sufficient time to pass to appropriately defend against potential liability arising from the duration of the contract.

Mr. Livingston inquired if it Mr. Smith's opinion that this item is not a new item. It is just an item that is being transferred to another space on the agenda.

Mr. Smith stated it is not a new item.

Ms. Newton stated, under "Project Evaluation", we have talked about the review for projects that are over the referendum. Look at closing out one phase of the program, and moving to another, we will be transitioning project managers for several of our ongoing projects. She was wondering how Mr. Niermeier felt about those projects, in terms of our capacity to keep them going. If he is anticipating coming back to Council, in terms of making changes to the program. She stated she was wondering if there is any additional information about the projects that are ongoing, and not on hold.

Mr. Niermeier stated there is a great deal of information. The program plan, moving forward, is something they worked with the PDT partners, in way of a draft CTIP plan. The cash flow plan shows the funding for what we anticipate letting out in the next week, 2 weeks, month, 2 months, 6 months, etc. He stated, across the board, staff members that will be running the projects feel good about where they are. There is a high level of confidence they can adequately, and professionally, execute the projects that are ongoing, and the ones that are coming up.

6. Dirt Road Program Update – Mr. Niermeier stated the Dirt Road Program Update was presented before the Ad Hoc Committee, wherein we talked about where it has been and where it is going.

Mr. Beaty stated the program included \$45M for dirt road paving. To date, approximately \$22.5M has been spent or is under contract. Originally, there were 596 individual dirt roads, which totaled 223 miles. To date, approximately 50 roads have been completed. There is active construction going on with four (4) different packages. An additional dirt road package will be available for procurement prior to the PDT contract ending. Of the original 596 roads, 133 have been dropped per the ordinance and the consent/denial process.

Ms. Dickerson stated, for clarification, we had 223 miles of dirt roads.

Mr. Beaty responded in the affirmative.

Ms. Dickerson stated, for clarification, we paved 50 miles.

Mr. Beaty stated we did 50 dirt roads, but not necessarily miles. There are 596 dirt roads, and many of them are very short. The total length that has been paved is 8.6 miles.

Ms. Dickerson stated, in 5 years, we have paved 10 miles.

Mr. Beaty responded in the affirmative.

Ms. Dickerson inquired about how many miles have been procured, to date.

Mr. Beaty stated there is probably another 2 – 3 miles that is under construction. He took this opportunity to clarify that the PDT did not begin managing the Dirt Road Program until July 2018.

Ms. Dickerson stated in all this time we will be looking at less than 15 miles of road being paved by the end of the PDT contract.

Mr. Beaty stated the program has spent about half of the money.

Mr. Malinowski inquired, under the heading “Project Status”, who determined, and what is the interpretation of “remove from construction package”, “dropped from consent/denial”, “dropped for property issues” and “dropped because of staff recommendation”.

Mr. Beaty stated the County’s ordinance says that if 25% or more of the property owners on a road do not want the road paved, it drops. Then, assuming that it moves forward, design is initiated or continued. The designer, and their agents, go back out to the same property owners, and they say, now that we have done the design, we need to buy some right-of-way from you. Now the property owner may change their mind and refuse to sell any of their right-of-way. At that point, your policy says, you do not condemn for right-of-way, so the project is moved on. You could also have issues with permitting or items identified during construction, and staff may recommend that the road not move forward.

Ms. Myers noted we discussed this in the ad hoc committee, and she would like it to be clear many of the roads were moved off the list, and other substituted. Her concern was the constituents, whose roads were moved off, who had already consented to have those roads paved, were not then subsequently notified, nor were the Council representatives. Her concern is, in substituting new roads for the old roads, we need to make the citizens that have an expectation aware. It may well be that one person, who constitutes 25%, could have said they do not want to give a right-of-way, but you could have everyone else giving that right-of-way sitting and expecting their roads to be paved. She thinks rather than moving forward with new projects, we need to revisit that. At least those who represent constituents that live on these roads, probably need to be a part of this rather than staff just moving them off the list and substituting new roads.

Mr. Jackson inquired as to the plan for the dirt roads, which have not been completed, with the funding, once the program moves in house. Will it fall under Public Works? Who will be specifically assigned to take up this project?

Mr. Niermeier stated on the project manager is assuming all of the dirt road packages that are currently under construction, as well as the ones moving forward.

Mr. Jackson inquired if that work will then be contracted out.

Mr. Niermeier stated it will be managed similar to how it is being managed now.

Mr. Jackson stated he was wondering whether those that are doing the dirt road projects will continue or will the project manager go out and do a new RFP to bring in new people and start the process over, as it did when the PDT had to take over for the failed dirt road program.

Mr. Niermeier responded the whole function will be in-house and they will be managing it from beginning to end.

b. ITEMS FOR ACTION

1. Transition Update – Ms. Myers moved, seconded by Mr. Walker, to hold the remaining payments to the Program Management Team, not payments to subs, until the reconciliation that Mr. Niermeier referenced is complete or until we have gotten a clearance from the Legal Department that we should move forward with those payments.

Ms. McBride inquired if there will be any legal liabilities with us withholding these payments.

Mr. Smith stated he will go back to the terms of the contract, and would suggest as long as we are consistent with that there should not be any legal liabilities.

Ms. McBride stated, for clarification, there should not be any legal liabilities, pursuant to the terms of the contract.

Mr. Smith responded in the affirmative. The terms of the contract spell out under what circumstances we can do this.

Ms. Terracio stated, if she is hearing this correctly, it seems like we are just giving everything an extra set of eyes and extra layer of scrutiny to ensure that what we are doing is the absolute right thing to do before any money leaves the door.

Mr. Jackson inquired as to who will be in charge of conducting that process.

Ms. Myers stated her motion said the reconciliation by the staff or clearance from the Legal Office, which every of the two is earlier.

Mr. Jackson inquired as to what department will determine whether there are no violations, in order to release the funds. Moreover, when should be expect that answer.

Mr. Smith stated, in terms of the things that you have discussed, you have talked about DOR, and the fact that DOR is conducting an audit. DOR is applying the guidelines, which, came out of the Supreme Court decision, when looking at the payments. When we will get the results of

that audit, he does not know. Staff would then be responsible for looking at what DOR has suggested has occurred, and we would have the ability to come back to Council, as it relates to that part of it. As it relates to the reconciliation, he would say that is an operational issue and would defer to staff.

Mr. Brown stated he wants to be cognizant and make sure he is being helpful, so that Mr. Niermeier can do this job effectively. Mr. Smith just stated DOR is going to give us guidelines that staff also needs to be able to use to make sure that we have conducted the reconciliation appropriately. Separately and apart from that, he needs to be working on what he knows now, but he is going to have the same partial challenge that Legal will have. He is going to have what he knows to be the information, and the contract, but that is still outside of the purview of what DOR is going to come back and say. He expects Mr. Niermeier, and his team, to conduct that process, with what they have now, as well as the contract that we have in place. We are still waiting on finances. He stated he is not doing some things right now because DOR has some things that we are waiting to hear back on, separate and apart of what we are talking about now. There are some actions that he is not allowing staff to take because we do not have information back from DOR. To that end, he would expect staff to begin the process of what we have in hand, with the contract that we have, and the reconciliation that we know needs to be done. Separate and apart from that, we will also need to understand what has DOR said about their findings about the process. That will certainly impact our vision and scope, based on what the DOR says, regardless of what Mr. Niermeier says.

Mr. Jackson stated, the vote we are about to take, and the answer to his question, is we do not know because we will have to wait to hear from DOR. It could be a month, 3 months, 6 months, or 8 months.

Mr. Brown stated the latest information he received was that DOR was waiting on information from someone else. They are done with us, but they are not done with the total process.

In Favor: Terracio, Malinowski, Newton, Myers, Walker and Dickerson

Opposed: Jackson, Manning and Livingston

Abstain: McBride

Present but Not Voting: Kennedy

The vote was in favor.

2. Greenway Project Funding Alignment – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated, according to the committee agenda, we are taking funds from projects that are not going to be done and adding them to another. We had thousands of people that voted for this referendum, based on a list of projects they saw. He does not think it is the fair way to do it, and he cannot support it.

Mr. Jackson stated one of things they were told was that the dynamics have changed, and where there were plans for greenways to be established, that area no longer exists for a greenway to be installed. Where there were greenways leading to nowhere, although they were approved, they are no longer functional or possible to establish. They are not going to go

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in simply because the topography or the landscape that currently exists did not exist 12 years ago. Therefore, that is why the recommendation was that reassign those dollars.

Mr. Malinowski inquired if we are completing all of the greenways that were listed in the referendum.

Mr. Jackson responded that we are not.

Ms. Newton stated, for clarification, when we vote on this process, to make it official it would require three readings and public hearing. She inquired if that explicitly needs to be a part of the motion to have that happen.

Ms. Terracio inquired if this would be considered First Reading.

Mr. Manning stated, for clarification, the moving is within the same greenway and not a new greenway or moving from one greenway to another greenway.

Ms. Newton stated, to Mr. Manning's point about moving within the greenways budget that is correct. In some cases, it may be moving from A to B. However, the end result is that some greenways that were planned would have happened at all, and in effect are being eliminated.

Ms. Terracio stated, we have, in our agenda packet, comments from people that they did not want A or B, but really did want C. The public has had a chance to make their preference known, so we are considering those things as we move forward.

Ms. Myers inquired if that included Ms. Newton's refinement of three readings and public hearing. She stated she is in favor of the item, but not without the stipulation of three readings and public hearing.

In Favor: Terracio, Jackson, Kennedy, Manning and Livingston

Opposed: Malinowski, Newton, Myers, Walker and McBride

Abstain: Dickerson

The motion failed.

Ms. Myers moved, seconded by Ms. Newton, to place this item back on the agenda for three readings and a public hearing.

Mr. Malinowski inquired if the motion is in order.

Mr. Smith stated he has had this discussion with Transportation and several of the Council members. In terms of this process, he has suggested instead of bifurcating the project that Council needed to determine how it wanted to handle all these things and make a list. Then, you can vote on them and give those three readings and a public hearing at the same time. The motion itself is in order; however, he would suggest making a list, with a rational basis for why you are making these changes, and doing them all at the same time.

Ms. Terracio stated, having had many conversations about greenways, bikeways and sidewalks, she would suggest, because the greenways are such a special category, they get their own three readings and public hearing. Then, maybe we treat different categories separately.

Mr. Manning stated Mr. Smith said there were several times in the past that we were looking at making some changes, and there was a discussion about three readings and a public hearing. We have never done that yet, so he is hopeful that we can go back and get a list of every time there was discussion, over the past 5 years, about whether something took three readings and public hearing, and we make all those null and void. He would like to have that list by the end of the week.

Mr. Malinowski stated he is still not sure about the properness of the motion. We have already voted on this matter, and now we are bringing something back that we have already voted on.

In Favor: Terracio, Newton, Myers, Walker, Dickerson and McBride

Opposed: Malinowski, Jackson, Kennedy and Livingston

Present but Not Voting: Manning

The vote was in favor.

3. Approval of Letter Recommending to Award bid for Greene Street Phase 2 – Mr. Jackson stated the committee recommended approval.

In Favor: Terracio, Malinowski, Jackson, Myers, Kennedy, Livingston and McBride

Present but Not Voting: Newton and Manning

Opposed: Walker

Abstain: Dickerson

The vote was in favor.

4. Recommendation for Remaining Years 3 & 4 Redesign of certain Years 1 – 2 Roads – Mr. Jackson stated the committee recommended approval.

Ms. Myers stated her concern is that we have this list of roads that have been dropped by staff, or otherwise dropped, but we have not gone back and notified the property owners. She would be reluctant to move to redesign roads and leaving other roads without understanding whether these are the roads that ought to be in Years 1 and 2. For her, she is surprised that one has been dropped from the list. It is the one road, with the 96-year old lady, she has heard about almost every week since she came onto Council. She does not think the list, as it stands, ought to be let.

Mr. Jackson stated, for clarification, according to staff, all members of the community have been notified.

Mr. Niermeier stated at some point along the process everyone has been notified. It might have been 2 – 3 years ago.

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Ms. Dickerson stated she gets calls saying they do not know anything about it.

Mr. Niermeier stated these are Year 1 and 2 dirt roads, back when the County was managing the program, and we were going through the consent/denial right-of-way process as designed, those constituents/property owners were notified.

Ms. Newton inquired what Ms. Myers is suggesting. Is she suggesting a different notification process before letting the contract?

Ms. Myers stated she was suggesting the same thing that she said in committee. She knows that everyone said it would be tedious, but she hears from these people all the time and they maintain they have not been notified. She is saying that a simple notification process, before we move on, and skip over their roads, given that for many of them this is why they voted for the Penny, would be helpful. She is happy to be a part of the process by riding around and knocking on doors. She does not think the notice that was given was sufficiently targeted to reach the people that needed to know.

Ms. Newton stated, for clarification, it is not a redo of the process. It is not an opening of Pandora's Box, as much as it is a pause for a re-notification process of people that have already been reached out to by staff.

Ms. Myers stated it is to ensure they are aware, and the process, as we understand it, is accurate. Some of these roads the people have been waiting awhile. Just to be sure the residents are aware their neighbors have said they do not want it, so we are moving on to the next road.

Ms. Dickerson stated, if she sends a letter to someone, and they do not respond and let her know they received it, she cannot prove they received it. She inquired if they received responses back from the people, when you reached out to them.

Mr. Niermeier stated, he was not directly involved, but there were certified letters sent to each property owner. There are 2 boxes of return receipts back in the office from those notifications.

Ms. Myers made a friendly amendment that we take a 30-day pause and notify the property owners whose roads have been administratively dropped from the list, so we are clear that we do not want these roads paved.

Mr. Jackson accepted the friendly amendment.

In Favor: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski, Kennedy, Manning and Walker

The vote was in favor.

Mr. Brown stated if we go out on any particular road and give letters and it just so happens that everybody on the road says they want it, but 5 years ago, there were different property owners that did not want it. He inquired if that constitutes Transportation saying we now need to do this road, or will it be us just gathering information. His understanding is the reason we were doing this was to clarify there was information that was appropriately shared, and give people the opportunity to communicate the fact staff or the PDT failed to do their job appropriately.

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Mr. Livingston stated he thought the amendment was to notify people, not to change, based on the notification.

Mr. Brown stated Council just carried a motion and he is going to do it. We talk about strategy, that now work he needs to make sure he is effectively moving forward with it.

Ms. Myers stated, as a person that has 31 roads on the list that has been dropped, she would like to know...Mr. Brown's question presupposes our process was withhold flaw, and the people were reached; therefore, we should move on. What she is saying is enough of them call her for her to know that they were not all reached. She stated to bring back the information and that will need to be a new decision point. The roads were ranked in terms of priority, so if we have skipped over some of the worst roads, and we have little old ladies sitting on roads that are a quarter of a mile and cannot drive on when it rains, that is a large concern. She would like the information, so we can look at the roads and analysis it. Right now, we are analyzing some information that is good and some that is not.

Ms. Dickerson stated when you do this, maybe a small percentage of those roads will change. Maybe not all of them will change, but she is sure there will be some modifications.

Mr. Manning stated he is a little more concerned about how we will be documenting that you did indeed communicate, and who you communicated with.

20. **OTHER ITEMS**

- a. FY20—District 2 Hospitality Tax Allocations – Ms. Myers moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Manning and Walker

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Manning, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Manning and Walker

The motion for reconsideration failed.

- b. FY20—District 4 Hospitality Tax Allocations – Ms. Myers moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Manning and Walker

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Manning, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Manning and Walker

The motion for reconsideration failed.

- c. FY20—District 5 Hospitality Tax Allocations – Ms. Myers moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Manning and Walker

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Manning, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Manning and Walker

The motion for reconsideration failed.

21. **EXECUTIVE SESSION**

In Favor: Terracio, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Manning

Present but Not Voting: Malinowski, Jackson, Kennedy and Walker

The vote was in favor.

Council went into Executive Session at approximately 9:07 PM and came out at approximately 9:16 PM

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy and Manning

The vote in favor was unanimous.

- a. Richland County vs. AT&T – Ms. Myers moved, seconded by Mr. Walker, to authorize the County Attorney to take all actions necessary to effectuate settlement, as discussed in Executive Session.

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In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson and McBride

Present but Not Voting: Manning and Livingston

The vote in favor was unanimous.

b. Wright vs. Richland County and Tetra Tech, et. al. – No action was taken.

22. **MOTION PERIOD** – There were no motions.

23. **ADJOURNMENT** – The meeting adjourned at approximately 9:18 PM.

Richland County Council Request for Action

Subject:

19-019MA
Sherri Latosha McCain
RS-MD to OI (1.25 Acres)
250 Rabon Road
TMS # R17116-01-06

Notes:

First Reading: September 24, 2019
Second Reading: October 1, 2019
Third Reading:
Public Hearing: September 24, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17116-01-06 FROM RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17116-01-06 from Residential Single-Family Medium Density District (RS-MD) to Office and Institutional District (OI).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: September 24, 2019
First Reading: September 24, 2019
Second Reading: October 1, 2019
Third Reading: October 15, 2019

Richland County Council Request for Action

Subject:

19-035MA

Tiffany Harrison

RU to LI (456.01 Acres)

Blythewood Road

TMS # R15100-03-01, R15100-01-07, R12500-02-06 & R12600-03-03 (Portion)

Notes:

First Reading: September 24, 2019

Second Reading: October , 2019

Third Reading:

Public Hearing: September 24, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R15100-03-01, R15100-01-07, R12500-02-06, AND R12600-03-03 (PORTION OF) FROM RURAL DISTRICT (RU) TO LIGHT INDUSTRIAL DISTRICT (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R15100-03-01, R15100-01-07, R12500-02-06, and R12600-03-03 (Portion of) from Rural District (RU) to Light Industrial District (LI).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: September 24, 2019
First Reading: September 24, 2019
Second Reading: October 1, 2019
Third Reading: October 15, 2019

Richland County Council Request for Action

Subject:

19-036MA
Tiffany Harrison
RU to GC (27.54 Acres)
Blythewood Road
TMS # R15100-01-04

Notes:

First Reading: September 24, 2019
Second Reading: October 1, 2019
Third Reading:
Public Hearing: September 24, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R15100-01-04 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 15100-01-04 from Rural District (RU) to General Commercial District (GC).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: September 24, 2019
First Reading: September 24, 2019
Second Reading: October 1, 2019
Third Reading: October 15, 2019

Richland County Council Request for Action

Subject:

19-027MA
Phil Savage
RU to GC (8.23 Acres)
Dutch Fork Road
TMS # R02501-03-22 (Portion)

Notes:

First Reading: September 24, 2019
Second Reading: October 1, 2019
Third Reading:
Public Hearing: September 24, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R02501-03-22 (PORTION OF) FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R02501-03-22 (Portion of) from Rural District (RU) to General Commercial District (GC).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: September 24, 2019
First Reading: September 24, 2019
Second Reading: October 1, 2019
Third Reading: October 15, 2019

Richland County Council Request for Action

Subject:

19-034MA
Nick Stomski
CC-3 to CC-4 (4.02 Acres)
700 Blue Ridge Terrace
TMS # R09409-01-02 & R09405-07-03

Notes:

First Reading: September 24, 2019
Second Reading: October 1, 2019
Third Reading:
Public Hearing: September 24, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R09409-01-02, R09409-01-15 AND R09405-07-03 FROM CRANE CREEK ACTIVITY CENTER MIXED USE DISTRICT (CC-3) TO CRANE CREEK INDUSTRIAL DISTRICT (CC-4); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R09409-01-02, R09409-01-15 and R09405-07-03 from Crane Creek Activity Center Mixed Use District (CC-3) to Crane Creek Industrial District (CC-4).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: September 24, 2019
First Reading: September 24, 2019
Second Reading: October 1, 2019
Third Reading: October 15, 2019

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to REI Automation, Inc. and REI Automation Land Company, LLC; and other related matters

Notes:

First Reading: August 1, 2019

Second Reading: September 10, 2019

Third Reading: October 15, 2019 {Tentative}

Public Hearing: October 15, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO REI AUTOMATION, INC. AND REI AUTOMATION LAND COMPANY, LLC; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, REI Automation, Inc. in conjunction with one or more affiliates, including specifically REI Automation Land Company, LLC (collectively, “Company”) desires to expand its business of designing and building custom industrial equipment, including assembly lines, robotic cells, and special purposes machines for manufacturers in South Carolina and across the world, within the County (“Project”), by making taxable investments in real and personal property of not less than Three Million (\$3,000,000) Dollars, along with the creation of 35 new full-time jobs;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Property in the Park

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: August 1, 2019
Second Reading: September 10, 2019
Public Hearing: October 15, 2019
Third Reading: October 15, 2019

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and among

RICHLAND COUNTY, SOUTH CAROLINA

and

REI AUTOMATION, INC.

and

REI AUTOMATION LAND COMPANY, LLC

Effective as of: October 15, 2019

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of October 15, 2019 (“Agreement”), is by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and REI Automation, Inc. and REI Automation Land Company, LLC, a South Carolina corporation and an affiliated Limited Liability Company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated as of September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to expand its business of designing and building custom industrial equipment, including assembly lines, robotic cells, and special purposes machines for manufacturers in South Carolina and across the world in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), by making a taxable investment in real and personal property of not less than Three Million (\$3,000,000) Dollars and the creation of 35 new, full-time jobs;

WHEREAS, by an ordinance enacted on October 15, 2019 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and Jobs Commitment, each as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than Three Million (\$3,000,000) Dollars in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than January 31, 2021 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.2. *Jobs Commitment.* The Company shall create 35 new, full-time jobs in the County ("Jobs Commitment") by the Certification Date. The Company shall certify to the County achievement of

the Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. If the Company fails to achieve and certify the Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.3. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.3(a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.4. Clawback. If the Company fails to meet the Investment Commitment or Jobs Commitment by the Certification Date, then [the Infrastructure Credit will immediately terminate]/[the Infrastructure Credit shall be immediately reduced prospectively by the Clawback Percentage (as calculated below) for the remainder of the Credit Term] and the Company shall repay a portion of the Infrastructure Credits received.

The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Investment Commitment or Jobs Commitment and is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Investment Commitment}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Jobs Commitment}$$

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment will be counted.

For example, and by way of example only, if the Company had received \$[I] in Infrastructure Credits, and had invested \$[D] and created [A] jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = [A]/[B] = [C]\%$$

$$\text{Investment Achievement Percentage} = \$/[D]/\$/[E] = [F]\%$$

$$\text{Overall Achievement Percentage} = ([C]\% + [F]\%)/2 = [G]\%$$

$$\text{Clawback Percentage} = 100\% - G\% = H\%$$

$$\text{Repayment Amount} = \$/[I] \times [H]\% = \$/[J]$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.4 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

Section 2.5. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2020, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

Section 2.6 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment or Jobs Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. *Limitation of Liability.*

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and

agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
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with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company:

REI Automation, Inc.
1250 Veterans Road
Columbia, SC 29209
ATTN: Grant Phillips

with a copy to

Clinch H. Belser, Jr.
Belser, & Belser, P.A.
1325 Park Street, Ste. 300
Columbia, SC 29201

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$3,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, REI Automation, Inc. and REI Automation Land Company, LLC, have caused this Agreement to be executed by their authorized officer, effective the day and year first above written.

REI AUTOMATION, INC.

By: _____

Name: Grant R. Phillips

Its: President

REI AUTOMATION LAND COMPANY, LLC

By: _____

Name: Grant R. Phillips

Its: Managing Member

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 5.45 acres, more or less, as shown on a plat prepared for Columbia Systems Technologies, LLC, prepared by Baxter Land Surveying Company, Inc., Rosser W. Baxter, Jr., dated July 20, 2001 and recorded October 4, 2001 in Book 574 at Page 273 in the Office of the Register of Deeds for Richland County. Reference being made to said plat for a more complete and accurate description, be all measurements a little more or less.

Derivation: This being the identical property heretofore conveyed unto Cook Properties, LLC by Deed of Jaquelyn B. Busbee, dated and recorded November 2, 2010 in the Office of Register of Deeds for Richland County in Book 1643 at Page 1299, and thereafter conveyed to REI Automation Land Company, LLC by deed recorded in Book 1844 at page 2328.

AND

All that certain piece, parcel or tract of land containing 2.22 acres of land, situate, lying and being on the northern side of Interstate Route 1-77, in the City of Columbia, in Richland County, State of South Carolina and being shown on the South Carolina Department of Transportation Plans for Interstate Route 1-77, File 40.277A, Sheets 26 and 38, Tract 7B. This being the same property shown as "Vacant Lot" on a boundary survey for Columbia Fluid Systems Technologies, LLC by Baxter Land Surveying Co., Inc., dated February 9, 2005. Said property being more particularly described as follows:

Beginning at a point on the southwestern most corner of the subject parcel on the new 150-foot right of way line and control of access line of Interstate Route 1-77 and on the present 25-foot right of way line of Road S-1534 (Veterans Road) at approximate survey station 10+42 of Road S-1534; thence N 40-40-17 W, 156.07 feet along the present 25-foot right of way line of Road S-1534 to a point on the present 25-foot right of way line of Road S-1534; thence continuing N 39-12-32 W, 65.05 feet along the present 25-foot right of way line of Road S-1534 to a point on the present 25-foot right of way line of Road S-1534 and on the Northern property line of the subject parcel; thence N 78-38-00 E, 334.80 feet along the northern property line of the subject parcel to a point on the northern property line of the subject parcel; thence continuing N 75-45-49 E, 200.32 feet along the northern property line of the subject parcel to a point on the Northern property line of the subject parcel; thence continuing N 78-36-37 E, 140.57 feet along the northern property line of the subject parcel to a point on the Northern property line of the subject parcel; thence continuing N 76-13-34 E, 195.17 feet along the Northern property line of the subject parcel to a point on the eastern property line of the subject parcel and new transitional right of way line of Interstate Route 1-77; thence S 24-27-42 E, 35.71 feet along the eastern property line of the subject parcel and new transitional right of way line of Interstate Route 1-77 to a point on the new 150 foot right of way line and control of access line of Interstate Route 1-77; thence S 65-42-30 W, 791.82 feet along the new 150-foot right of way line a control of access line of Interstate Route 1-77 to the point of beginning. Being bounded on the North by lands of Columbia Fluid Systems Technologies, LLC; on the West by Road S-1534 (Veterans Road); and on all other sides by the right of way line of Interstate Route 1-77.

This being the same property conveyed to REI Automation Land Company, LLC by Deed of Cook Properties, LLC recorded 05/19/06 in the Office of the Register of Deeds for Richland County, South Carolina in Deed Book 1185, at Page 695.

EXHIBIT B (See Section 2.3)

DESCRIPTION OF INFRASTRUCTURE CREDIT

THE INFRASTRUCTURE CREDIT SHALL BE IN THE AMOUNT OF 15% OF THE FEE PAYMENT EACH YEAR FOR A PERIOD OF 10 YEARS, BEGINNING WITH THE FEE-IN-LIEU OF PROPERTY TAX PAYMENT DUE AND PAYABLE ON JANUARY 15, 2020 AND RUNNING CONSECUTIVELY.

EXHIBIT C (See Section 2.5)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to Ballpark, LLC; and other related matters

Notes:

First Reading:
Second Reading:
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO BALLPARK, LLC; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Ballpark, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“Company”) desires to establish a market rate housing and retail facilities within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$50,000,000;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows::

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 15, 2019
Second Reading: _____, 2019
Public Hearing: _____, 2019
Third Reading: _____, 2019__

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

BALLPARK, LLC

Effective as of: _____, 2019

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____. 2019 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and BALLPARK, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to establish a market rate housing and retail facilities in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$50,000,000;

WHEREAS, by an ordinance enacted on _____, 2019 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at or in connection with the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete the Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$50,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than [DATE] ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the

Company is no longer entitled to any further benefits under this Agreement. The County has the right to exclude

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of the following improvements and facilities benefitting the public or dedicated to public use: water sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) The Company has committed to invest in the Public Infrastructure as described on Exhibit B. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's investment in the Public Infrastructure. The County has the right to exclude from the investment in Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

Section 2.3. Public Infrastructure Credits.

(a) To assist in paying for costs of Public Infrastructure, the County shall provide a Public Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Public Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO

NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

Section 2.4. Filings. To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2020, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Public Infrastructure, as verified, or deemed verified, by the County as of the Verification Date. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with Section 2.3 of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; For purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the project in service by December 31, 2023;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted

corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as “Confidential Information.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017

if to the Company: Ballpark, LLC

Phone: _____
Fax: _____

with a copy to Burnet R. Maybank III, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.771.8900
Fax: 803.253.8277

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, “Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys’ fees. Administration Expenses do not include any costs, expenses, including attorneys’ fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement’s Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, BALLPARK, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

BALLPARK, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

“The Ballpark”

All those certain pieces, parcels or tracts of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being more particularly shown and delineated on an ALTA/NSPS Land Title Survey prepared by Survey Matters, LLC dated November 21, 2018 as Project No. 18-167 and a plat prepared by Cox and Dinkins, Inc. dated June 4, 2019 as Project No. 9F79C-58.dwg, and according to such plats having the following measurements:

BEGINNING at an IPF located at the Northwest intersection of S. Assembly Street and Ferguson Street, said point being known as the POINT OF BEGINNING, thence proceeding $S33^{\circ}33'46''W$ for a distance of 259.08' to an IPINF; thence proceeding $S33^{\circ}59'43''W$ for a distance of 50.12' to an IPF; thence, proceeding $N56^{\circ}02'02''W$ for a distance of 124.66' to an IPF; thence, proceeding $S33^{\circ}12'17''W$ for a distance of 89.47' to an IPF; thence, proceeding $S35^{\circ}20'14''W$ for a distance of 148.32' to an IPINF; thence proceeding $S35^{\circ}01'13''W$ for a distance of 39.64'; thence proceeding $S33^{\circ}03'47''W$ for a distance of 11.49'; thence proceeding $S35^{\circ}05'09''W$ for a distance of 50.30'; thence proceeding $S34^{\circ}36'07''W$ for a distance of 50.00'; thence proceeding $N55^{\circ}49'02''W$ for a distance of 2.98' to an IPINF; thence proceeding $S33^{\circ}39'15''W$ for a distance of 166.06' to an IPINF; thence turning and proceeding $N56^{\circ}00'42''W$ for a distance of 357.27' to an IPF; thence proceeding $N54^{\circ}46'51W$ for a distance of 62.55' to an IPINF; thence turning and proceeding $N34^{\circ}04'49''E$ for a distance of 465.14; thence turning and proceeding $N70^{\circ}34'54''W$ for a distance of 63.37'; thence $N52^{\circ}57'06''W$ for a distance of 105.00'; thence proceeding $N50^{\circ}37'06''W$ for a distance of 132.54'; thence turning and proceeding $N83^{\circ}16'06''W$ for a distance of 88.24'; thence turning and proceeding $N33^{\circ}52'19''E$ for a distance of 300.12'; thence proceeding $N30^{\circ}02'39''E$ for a distance of 240.80' to an IPINS located at Dreyfus Road; thence turning and proceeding along Dreyfus Road $N88^{\circ}32'39''E$ for a distance of 35.47' to an IPINS; thence proceeding along Dreyfus Road in a curved line along a chord bearing $S79^{\circ}47'17''E$ for a chord distance of 114.59' and an arc distance of 114.79'; thence proceeding $S85^{\circ}40'24''E$ for a distance of 190.78' to NAILS located at the intersection of Dreyfus Road and S. Assembly Street; thence turning and proceeding along Assembly Street in a curved line along a chord bearing $S51^{\circ}40'37''E$ for a chord distance of 127.17' and an arc distance of 127.52'; thence proceeding $S59^{\circ}01'48''E$ for a distance of 150.54'; thence $S59^{\circ}01'48''E$ for a distance of 50.00'; thence $S59^{\circ}01'48''E$ for a distance of 289.52' to the POINT OF BEGINNING.

EXHIBIT B (See Section 2.2)
DESCRIPTION OF PUBLIC INFRASTRUCTURE

The project will have both onsite and offsite infrastructure improvements. Onsite, the project will address the earthwork necessary on the site, the Rocky Branch channel improvements, and the water/sewer infrastructure. Offsite, the project will extensively mitigate flooding by excavating the channel, removing the trestle, and installing box culverts with a 72” reinforced concrete pipe. In addition, the project will make resurfacing improvements to Assembly Street that will include a new traffic signal and bus stop. Here is a summarized forecasted budget of the public improvements associated with the project.

Preliminary Budget – Ballpark Mixed-Use Development	
Rocky Branch Flood Mitigation & Olympia Park Stream Restoration	
Engineering, Design & Permitting	
Olympia Park Stream Restoration (EPC: Environ. Permitting Consultants)	621,315
Rocky Branch Flooding (PACE Engineering)	185,000
Box Culverts & DOT Olympia Ave. (Genesis Consulting)	15,000
Geo technical & Environmental testing (Vulcan soils)	17,900
Permits	15,000
Surveying	15,000
Total Engineering, Design & Permitting	849,215
Land, Legal & Insurance	
CSX Land Purchase	159,000
Other Land Purchase or Easement	35,000
Legal	25,000
Insurance & Performance Bond	66,809
Total Land, Legal & Insurance	285,809
Excavate Channel, Remove Trestle, Install 72" RCP and Box Culverts	3,490,000
Environmental Contingency (Soil Contamination)	200,000
Contingency (% of overall budget)	253,949
Total Flood Mitigation & Park / Stream Restoration Cost	5,078,972
Preliminary Budget – Ballpark Mixed-Use Development	
Public Improvements (DOT: Assembly & Ferguson; RB Connect Multi-Modal Paths, Greenway)	
DOT Road Improvements	
DOT Road Improvements - Assembly Street (Mill, Pave, Re-mark)	642,000
DOT Road Improvements - Ferguson Street	325,000
Total DOT Road Improvements	967,000
Rocky Branch Channel Improvements	
Channel Connection: Rocky Branch Clean & Flow Improve Allowance	135,000
Channel Improvement (Amenity: Rock Structures & Bridges from Assembly)	185,000
Total Rocky Branch Channel Improvements	320,000
Multi-Modal Paths Around Site and Up Assembly to Youinion	
Multi-Modal Path (Surrounding Site) Allowance: Assembly, Ferguson, Dreyfus	235,000
Multi-Modal Path OFF-Site Allowance: Dreyfus to Church (Site to Aspyre/Youinion)	85,000
Rocky Branch Crossing on Assembly To Aspyre (Bridge & Box Culverts) - Allowance	190,000
Total Multi-Modal Paths Around Site and Up Assembly to Youinion	510,000
Traffic Signal & Bus Stop/Shelter	
Traffic Signal, Ferguson/Assembly	130,000
Comet Bus & USC Shuttle Stop/Shelter	10,000
Total Traffic Signal & Bus Stop/Shelter	140,000
Professional Services Allocation (Legal & Civil Engineering)	
Legal Allocation	70% 20,000
Civil Engineering Allocation	10% 30,000
Total Professional Services Allocation (Legal & Civil Engineering)	50,000
Additional Public Improvements & Contributions	
Greenway Contribution	250,000
Historic Columbia Contribution	60,000
Security	No Included
Total Public Improvements & Contributions	310,000
Total Other Public Improvements (Partial List)	2,297,000
Total Flood Mitigation, Stream Restoration, Road, Paths, Greenway & "Other"	7,375,972

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Credit against the Fee Payments due and owing from the Company to the County in connection with the Project as provided in the Credit Agreement, provided, the total amount of the credits shall not exceed the Company's Public Infrastructure costs,

The Company is eligible to receive a Credit for a period of 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment in connection with the Project following the receipt by the Company of a Certificate of Occupancy for the Project ("Credit Term").

EXHIBIT D (See Section 2.5)
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: September 11, 2019 **Meeting Date:** September 24, 2019

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:	Assistant County Administrator	John Thompson, Ph. D	

Committee

Subject: Greenway Realignment

Background Information:

The Greenway Program originally consisted of 15 projects with a total amount of funding of \$20,970,779. To date, one project has been completed, and one project is in the final stages of construction. The 13 remaining projects are:

1. Gills Creek Ph. A
2. Gills Creek Ph. B
3. Gills Creek Ph. C
4. Smith\Rocky Branch Ph. A
5. Smith\Rocky Branch Ph. B
6. Smith\Rocky Branch Ph. C
7. Crane Creek Ph. A
8. Crane Creek Ph. B
9. Crane Creek Ph. C
10. Columbia Mall Greenway
11. Polo\Windsor Lake Connector
12. Woodbury\Old Leesburg Connector
13. Dutchman Boulevard Connector

The PDT has evaluated these remaining projects and submitted a Recommendation Memorandum (see attachment) that includes recommendations for each project with the goal of completing as many as the funding allows. The Richland County Conservation Commission (RCCC) Executive Committee has reviewed the Recommendation Memorandum and has provided a letter of support for all of the recommendations provided (see attachment.)

Recommended Action:

Staff requests Council to approve the recommendations presented in the Recommendation Memorandum

Motion Requested:

Move to approve the Greenway funding alignment as presented on Page 5 of the memorandum.

Request for Council Reconsideration: Yes

Fiscal Impact:

The funding amount provided for the Greenways projects will not be enough to complete every section of every project. By moving forward with the proposed recommendations, the County will be able to complete the projects that are viable and that integrate well within today's current conditions and characteristics.

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

The Recommendation Memorandum has a detailed breakdown of each project. Some project phases are proposed to be dropped and some projects are proposed to be dropped in their entirety for several reasons including:

1. Lack of Public Support
2. Lack of Funding To Complete All Phases
3. Changes In Area Conditions That Prevent Construction

Attachments:

1. RCCC Letter Of Support With Recommendation Memorandum



TRANSPORTATION PROGRAM

To: John Thompson, PhD
Assistant County Administrator

From: David Beaty, PE
Program Manager

Date: March 15, 2019

Re: 2012 Referendum Greenway Category Status and Recommendation Memorandum

Introduction

The purpose of this memorandum is to provide a summary of the fifteen Richland County Transportation Program Greenway projects and recommendations to continue the program into the future with the goal of completing as many sections as funding allows. These projects warrant a review and consideration by Richland County as the development and characteristics of the surrounding neighborhoods, in conjunction with public input garnered at public hearings has changed substantially in the past seven years since the program began. It is the intent to provide information and recommendations to Richland County to address the viability of these Greenways, and possible reallocation of funds to other projects.

The Richland County Transportation Program has a total funding of \$1.07 billion funded through the Transportation Sales Tax approved by voters in 2012. Of this, \$80,888,356 was allotted to the Bike/Pedestrian/Greenway category with \$20,970,779 specifically dedicated to Greenways. Development of the Greenway category to date has utilized a cost constrained approach in an effort to stay within the original referendum amounts. The following is a summary of the Greenway projects, and recommendations for each project.

Project Summaries

Three Rivers Greenway Extension Phase 1

The Three Rivers Greenway Extension Phase 1 is a 3.2 mile greenway that incorporates an 8-foot-wide concrete trail that undulates from near the I-26/I-126 interchange along the Saluda River. It continues past River Banks Zoo to the confluence of the Saluda and Broad Rivers. Included are benches, environmentally-friendly public restrooms, signage, and information kiosks. The referendum amount was \$7,902,242 and the project is scheduled to be complete Spring/Summer 2019 and be within the referendum amount.

Lincoln Tunnel Greenway

The Lincoln Tunnel Greenway is 3,100 feet and extends from Taylor St. to Elmwood Ave. It was completed in 2017 at a cost of \$1,493,126. The referendum amount was \$892,739 and the City received a grant to be applied to the project in the amount of \$323,680 resulting in the referendum amount being exceeded by approximately \$276,709. The Greenway is a popular destination for pedestrians, cyclists and other visitors in one part because it connects bikeways and sidewalks in the downtown to shopping, restaurants and parks. The Greenway has lights, benches, and the renovated tunnel, with public art on display throughout.

Gills Creek A, B and C Greenways

Gills Creek A is currently in the design phase with its northern termini beginning at Ft. Jackson Boulevard and extending approximately 4,400' to Mikell Lane. The referendum amount was \$2,246,160. Section B is an approximate 5.8 mile greenway with trails and boardwalks along a tributary to Gills Creek from Wildcat Creek to Leesburg Rd. No work has been performed to date and it remains in the programming phase with a Referendum allocation of \$2,785,897. Section C is in the programming phase as well. It is planned as a 3,000' greenway with trails and boardwalks extending from Forest Drive to Quail Lane and has a referendum amount of \$344,667.

In 2016, two public hearings for sections A resulted in over 600 residents and property owners in attendance. In addition to section A, many comments were received for sections B and C. In total, the County received 652 comments, with 503 positively favoring the greenway section A, but constructed on the west side of Gills Creek. There was little support for B or C, and most comments were negative for these two sections.

The PDT is working closely with the City of Columbia and the Gills Creek Watershed Association to ensure coordination and input from stakeholders in the design phase of Section A, and recommend that based on the public input, that Council reallocate the 2012 Referendum funds for Sections B and C to Section A. This would allow the Greenway to likely extend to Timberlane Dr., and allow for additional coordination with ongoing October 2015 flood mitigation efforts.

Smith/Rocky Branch Greenway Sections A, B, and C

Smith Rocky Branch Greenway Sections A, B, and C are currently in the design phase and public meetings have recently been conducted on February 13, 2019 and February 21, 2019. The project scope is a greenway with trails and boardwalks that will border Smith Creek and Rocky Branch. Section A is 4,400' and would run from the Three Rivers Greenway to Clement Rd. along Smith Creek, and has a Referendum allocation of \$431,183. Section B is 4,700' and would run from Clement Rd. to Colonial Dr. along Smith Creek, and Section C is 1.70 miles and would run from Granby Park to Gervais St. along Rocky Branch. The allocated costs for Sections B and C is \$1,415,316 and \$901,122, respectively.

In the recent weeks, the City of Columbia has coordinated with a developer who has committed to constructing a portion of section C from Olympia Avenue towards the Congaree River terminating at a utility substation approximately 1,500' from the Congaree River.

As a result of the comments received from the public meeting and coordination with project stakeholders and greenway planners with previous knowledge of the projects, as well as safety considerations, project impacts, and available funding, the PDT recommends reallocating the funds from Section A and B to Section C such that the greenway constructed by the developer could be continued to the Congaree River and connect with the existing Granby Park greenway.

Crane Creek Greenway Sections A, B, and C

Crane Creek Greenway Section Sections A, B, and C are currently in the design phase and a public meeting was recently conducted on January 15, 2019. Section A is about 2.10 miles and would run from Monticello Rd. along Crane Creek to the Three Rivers Greenway terminus at the City of Columbia canal headworks along the Broad River. Section A has a Referendum allocation of \$1,541,816. Section B would extend about 4,000' from the Three Rivers Greenway along the Broad River and following a City of Columbia easement to a point near the intersection of Mountain Dr./Clement Road/Duke Road. Section B has a referendum amount of \$460,315. Section C was presented as a greenway extending from the CIU campus southward along a utility easement approximately 2 miles to a point near I-20. Section C has a referendum amount of \$793,908.

At the January 15, 2019 public meeting 39 citizens attended. Of the 35 comments received, over half favored Section B. The PDT recommends further design studies on Greenway Section B and reallocating funds from Section A and C to Section B to allow for completion of the this section of the greenway which would provide connectivity to the existing Three Rivers Greenway from the neighborhoods along Clement and Duke Roads.

Polo/Windsor Lake Greenway

The Polo/Windsor Lake Greenway is a proposed greenway and trail approximately 4,000' in length. This project would begin at Windsor Lake Blvd. north of I-77 and follow the general alignment along the I-77 and I-20 interchange to the intersection of Alpine Rd. and Polo Rd. The benefit of the project is that when completed, users can access Alpine Rd. and Polo Rd. sidewalk projects linking locations such as Cardinal Newman School, Sesquicentennial State Park, and Two Notch Rd. With the mix of residential, commercial, and recreational facilities in close proximity to the greenway, this project would have a positive impact for the community. It will also provide a safe route to sidewalks that will be used for neighborhoods and roads located by both termini. The PDT recommends moving to design phase with this project. Furthermore, because the allocated amount of \$385,545 is likely not enough to complete this greenway completely, the PDT recommends reallocating funds from the Dutchman Blvd. greenway to this project.

Dutchman Blvd. Connector Greenway

The Dutchman Blvd. Connector is a proposed 2,000' greenway and trail from Broad River Road along Dutchman Blvd. to a point along Lake Murray Blvd. It has a Referendum allocation of \$105,196. The proposed route is in a commercial/industrial area and most businesses in this area are engaged in activities such as warehousing, wholesale, light manufacturing, and distribution. Dutchman Blvd. terminus is a cul-de-sac, where the proposed greenway would continue through the adjacent parcels to Lake Murray Blvd. Since the 2012 referendum, these parcels have now

been developed. The PDT recommends that the County does not move forward with this project, and reallocates the funds to the Polo/Windsor Lake project.

Woodbury/Old Leesburg Greenway

The Woodbury/Old Leesburg Greenway is proposed to be a 1,000' greenway and trail. It is proposed to connect Old Leesburg to Woodbury Rd. as a way to avoid using the Trotter Rd. /Leesburg Rd. Intersection and has a referendum allocation of \$116,217. Aerial photographs and site visits do show a pathway where people have used this proposed route, most likely for off-road vehicles and foot traffic, but it is not an official thoroughfare. One terminus, proposed at Woodbury Rd., sits at the far corner of a single-family residential neighborhood, and would have the greenway go between two residences. The other proposed terminus is at a small crossroads intersection. Currently, the Old Leesburg terminus has few small commercial buildings including a bar/grill, a barber shop, and a small trailer park. As this area has little new development, there does not appear to be enough demand, current or future, to warrant a greenway. The PDT recommends that the County does not move forward with this project, and reallocates the allocated funds to the Lower Richland Boulevard Widening which includes a Shared Use Path. During final design of the Lower Richland Boulevard Widening, the PDT further recommends that consideration be given extending the Shared Use path where feasible and coordinating with the Richland County Sports complex for potential locations of the path.

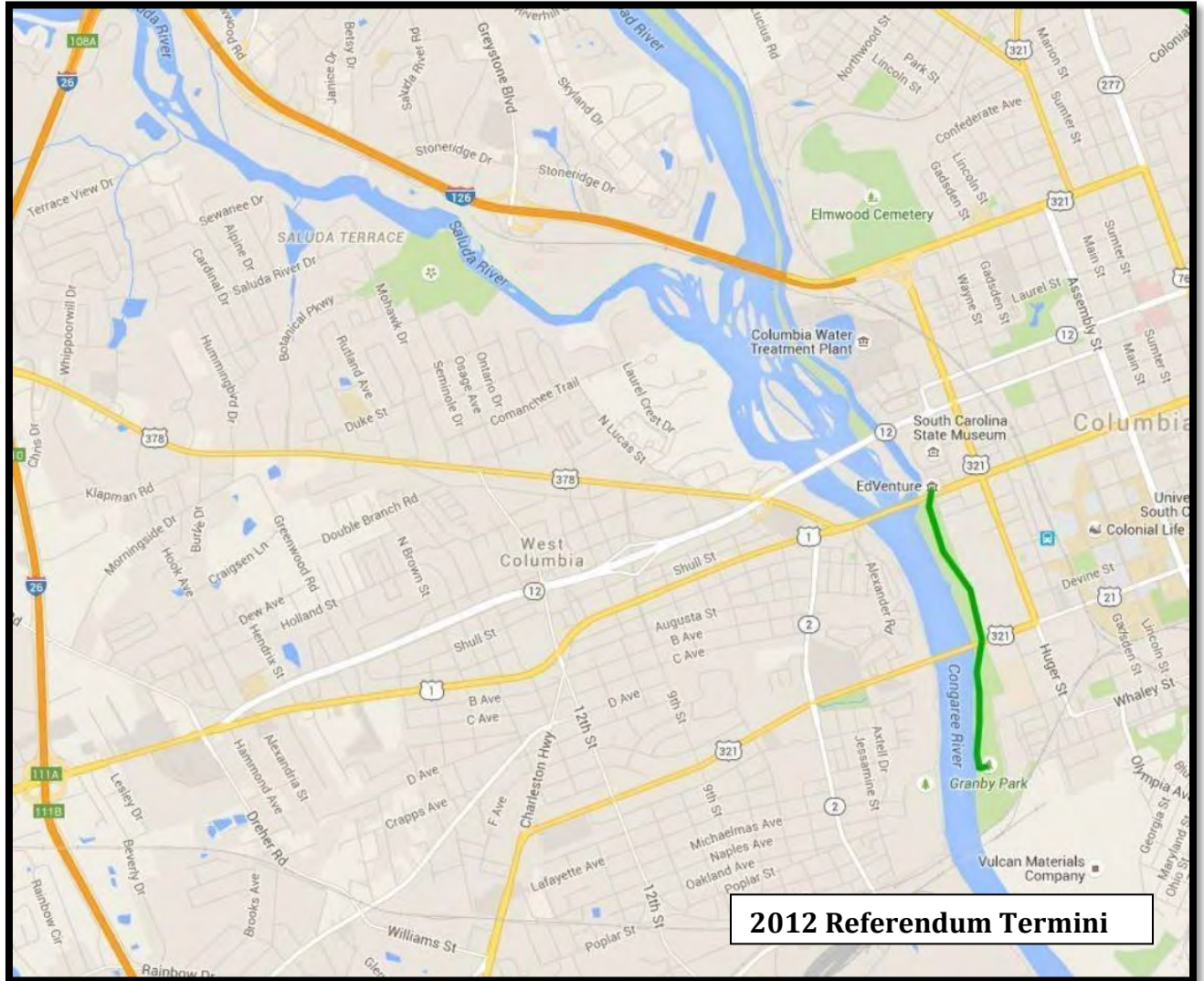
Columbia Mall Greenway

The Columbia Mall Greenway would begin on Trenholm Rd., near Dent Middle School, and would travel behind Dent Middle School crossing Decker Boulevard and following Jackson Creek to a point near Two Notch Road for a distance of 1.2 miles. This project includes areas with very high vehicle and commercial use, and connects two residential neighborhoods at each terminus. As it crosses Decker Blvd. and O'neil Court, safe pedestrian crossing would be an expensive addition to the greenway's overall cost. The PDT recommends further coordination with RCSD2 be conducted specifically regarding construction of the greenway on school property located at Jackson Creek Elementary. Based on available funding, it appears a viable greenway could be constructed on school property with a connection to the school such that it could both be used by the community and also by the school.

Recommendation Summary

Priority Rank	Project Name	2012 Referendum Cost	Recommendation/Status
1	Three Rivers Greenway Extension	\$7,902,242	In Construction
2	Lincoln Tunnel	\$892,739	Complete
3	Gills Creek Section A	\$2,246,160	Extend design to Timberlane; Reallocate funds from Gills Creek Section B and C
4	Smith/Rocky Branch Section C	\$901,122	Design from Olympia Park to Granby Park greenway; Reallocate funds from Sections A and B
5	Gills Creek Section B	\$2,785,897	Do not build; Reallocate funds to Gills Creek Section A
6	Smith/Rocky Branch Section B	\$1,415,316	Do not build; Reallocate funds to Smith/Rocky Branch Section C
7	Smith/Rocky Branch Section A	\$431,183	Do not build; Reallocate funds to Smith/Rocky Branch Section C
8	Gills Creek Section C	\$344,667	Do not build; Reallocate funds to Gills Creek Section A
9	Crane Creek Section A	\$1,541,816	Do not build; Reallocate funds to Crane Creek Section B
10	Crane Creek Section B	\$460,315	Continue Design and Construct
11	Columbia Mall Greenway	\$648,456	Coordinate design at Jackson Creek Elem. with Richland County School District.
12	Polo/Windsor Lake Connector	\$385,545	Continue Design and Construct
13	Woodbury/Old Leesburg Connector	\$116,217	Do not build
14	Crane Creek Section C	\$793,908	Do not build; Reallocate funds to Crane Creek Section B
15	Dutchman Blvd. Connector	\$105,196	Do not build; Reallocate funds to Polo/Windsor Rd. greenway

Three Rivers Greenway Extension



Project Name: Three Rivers Greenway Extension

Council District: 5

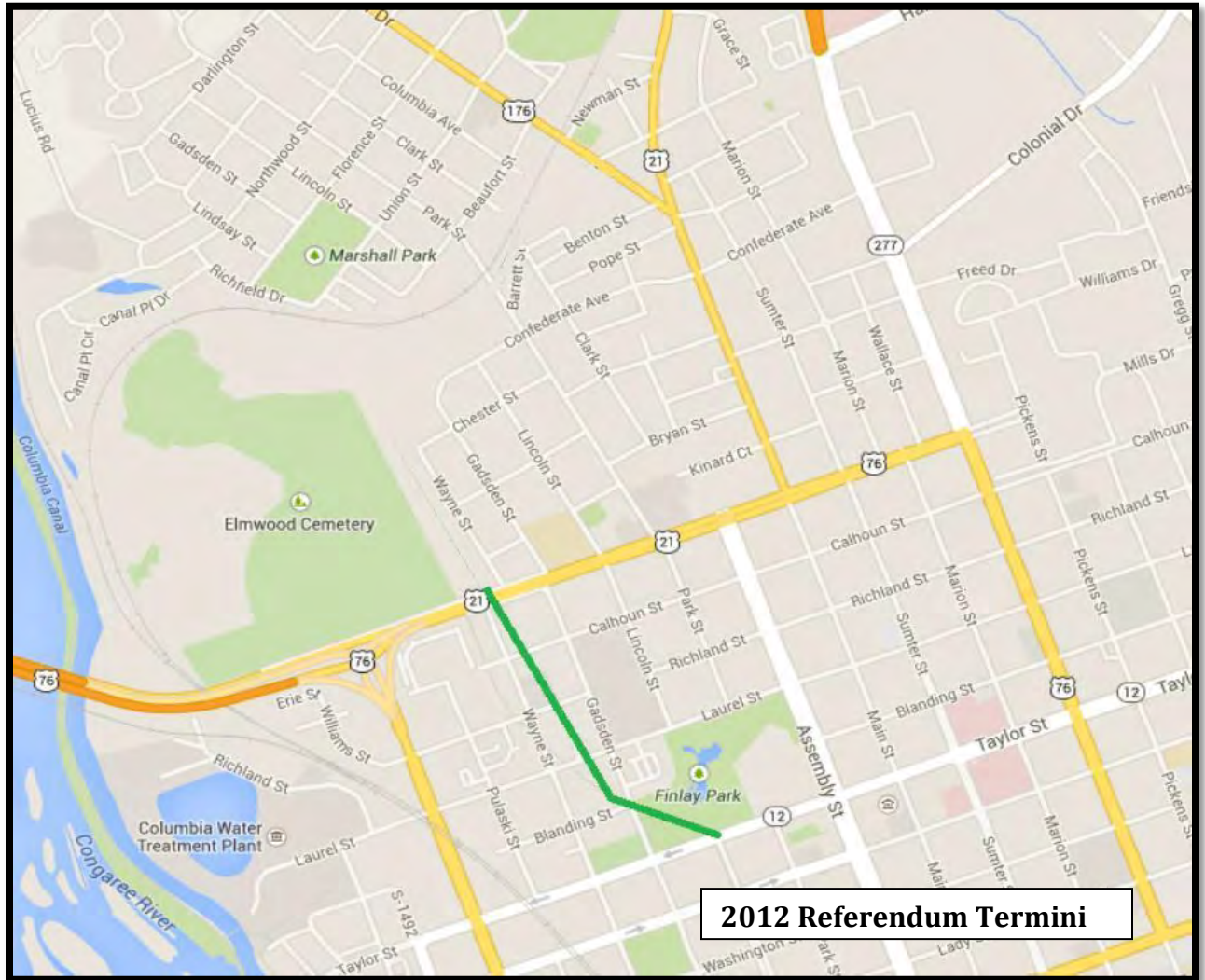
Length: 3.2 Miles

Description: Beginning on the Richland County side of the Saluda River near the I-26/I-126 interchange, extending east along the Saluda River past River Banks Zoo to the Saluda and Broad River junction.

Beginning Location: I-26/ I-126 Interchange

End Location: Saluda River/ Broad River Junction

Lincoln Tunnel Greenway



Project Name: Lincoln Tunnel Greenway

Council District: 4, 5

Length: 3,100 feet

Description: Abandoned rail tunnel linking Finley Park to Elmwood Ave. consisting of 14' trails, lights, and benches.

Beginning Location: Elmwood Avenue

End Location: Finley Park at Intersection of Taylor St. and Lincoln St.

Gills Creek Section A



Project Name: Gills Creek Section A

Council District: 6, 10

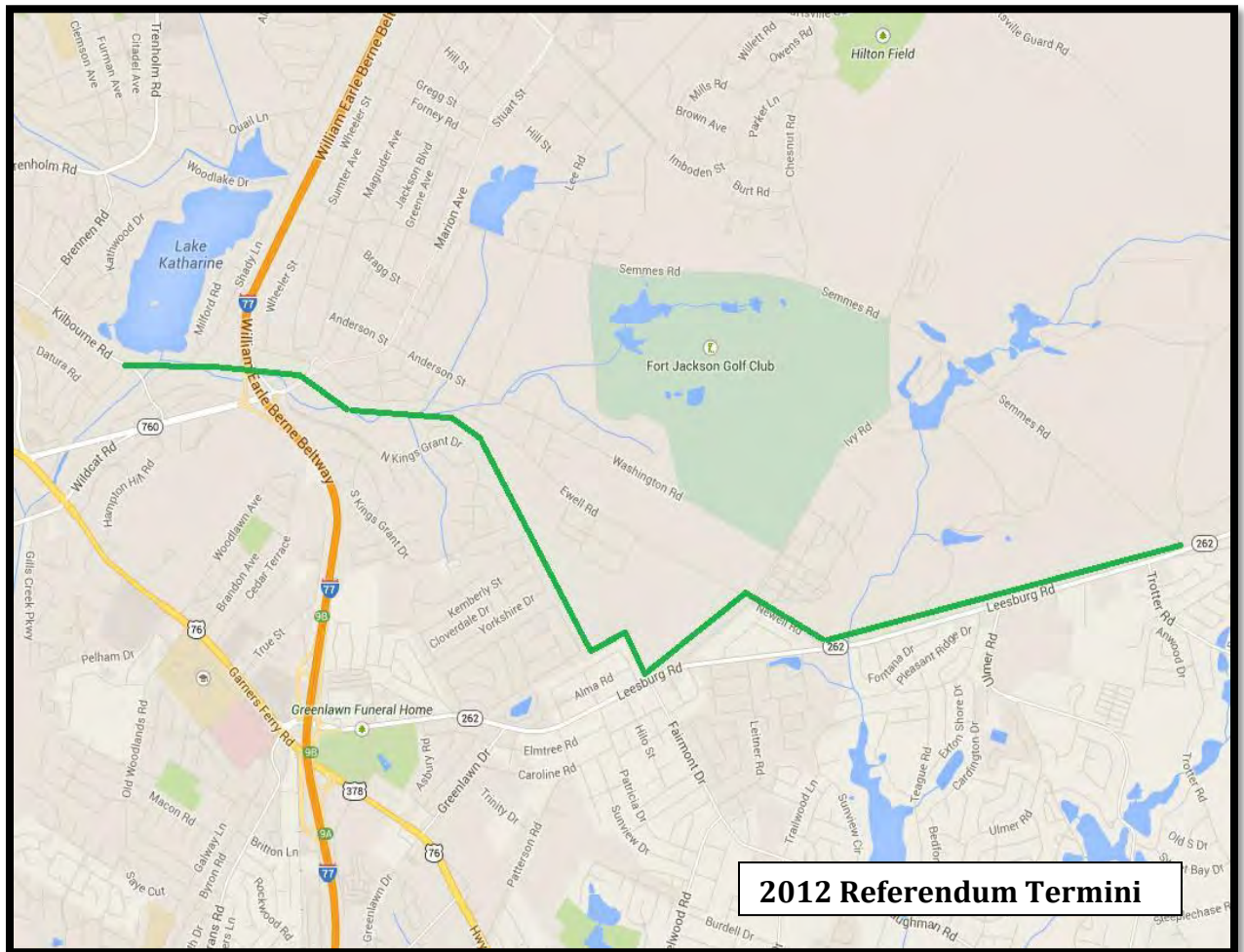
Length: 4,400 feet

Description: Trail beginning at Ft. Jackson Blvd, along Gills Creek to Mikell Lane

Beginning Location: Intersection of Burwell Rd. and Kilbourne Rd. South of Lake Katherine.

End Location: Bluff Rd. South of I-77.

Gills Creek Section B



Project Name: Gills Creek Section B

Council District: 6, 10, 11

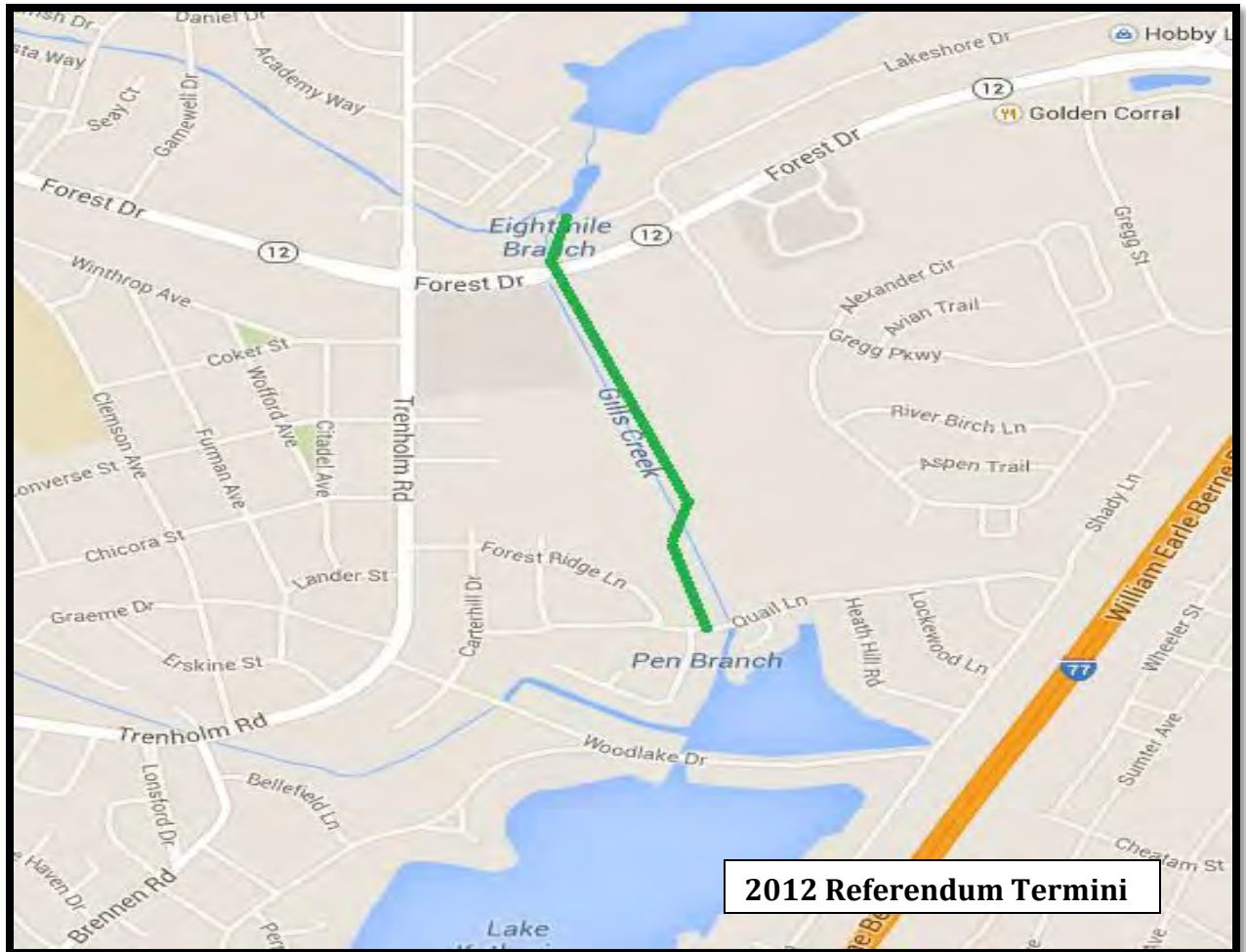
Length: 5.38 Miles

Description: Trail beginning at Wildcat creek, along Gills Creek to Leesburg Rd.

Beginning Location: Burwell Ln. South of Lake Katherine.

End Location: Intersection of Semmes Rd. and Leesburg Rd.

Gills Creek North Section C



Project Name: Gills Creek North Section C

Council District: 6, 11

Length: 3,000 feet

Description: From just North of Forest Drive Trenholm Rd., along Gills Creek to Quail Dr.

Beginning Location: Intersection of Quail Ln. and Portobello Rd.

End Location: End of Shopping Center Rd.

Smith/Rocky Branch Section A



Project Name: Smith/Rocky Branch Section A

Council District: 4

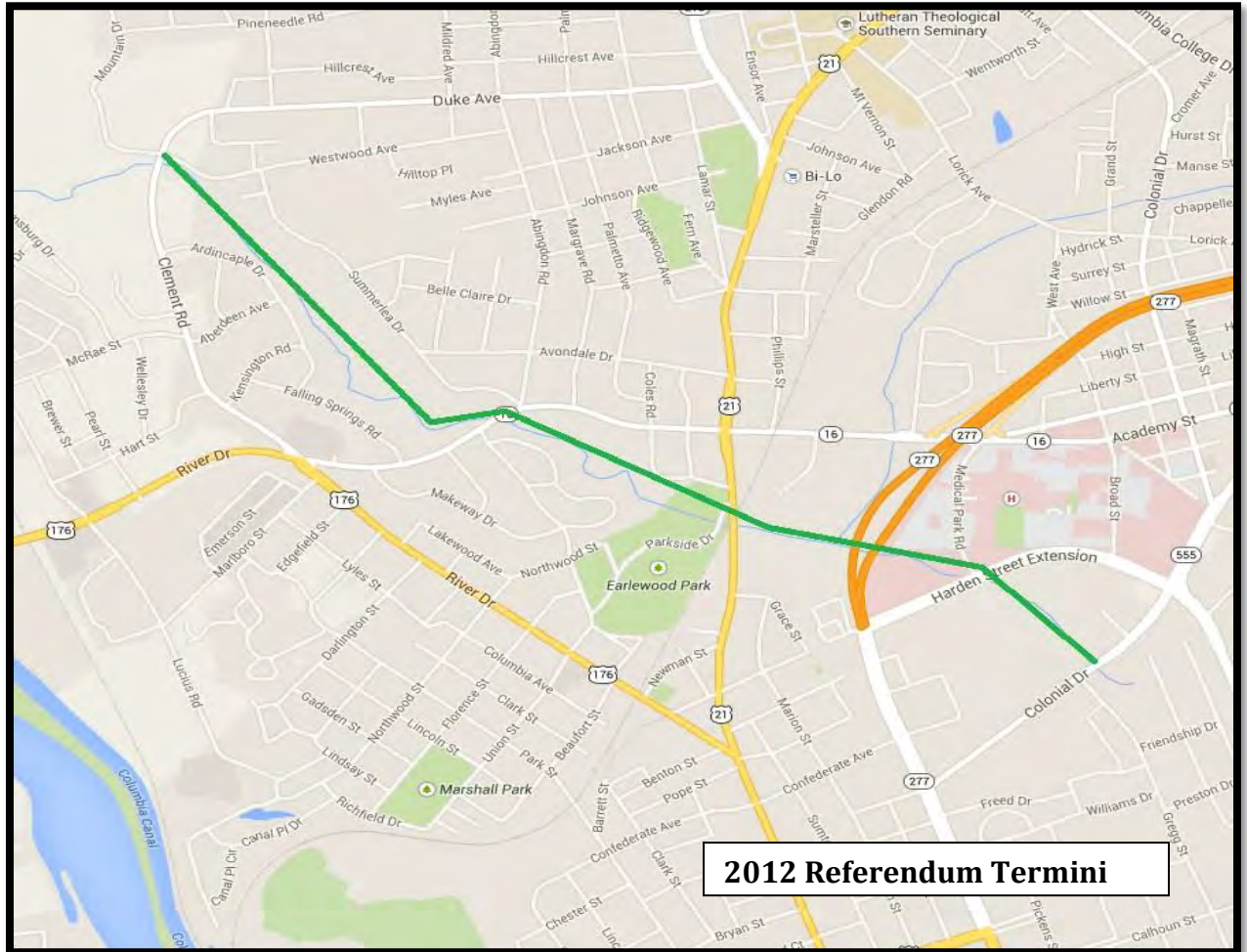
Length: 4,400 feet

Description: Beginning at Northern Three Rivers Greenway, along Smith Creek to Clement Rd.

Beginning Location: North Three Rivers Greenway.

End Location: Intersection of Clement Rd. and Westwood Ave.

Smith/ Rocky Branch Section B



Project Name: Smith/ Rocky Branch B

Council District: 4

Length: 4,700 feet

Description: Trail beginning at Clement Rd., along Smith Creek to Colonial Dr.

Beginning Location: Intersection of Clement Rd. and Westwood Ave.

End Location: Intersection of Colonial Dr. and Gregg St.

Smith/Rocky Branch Section C



Project Name: Smith/ Rocky Branch Section C

Council District: 4

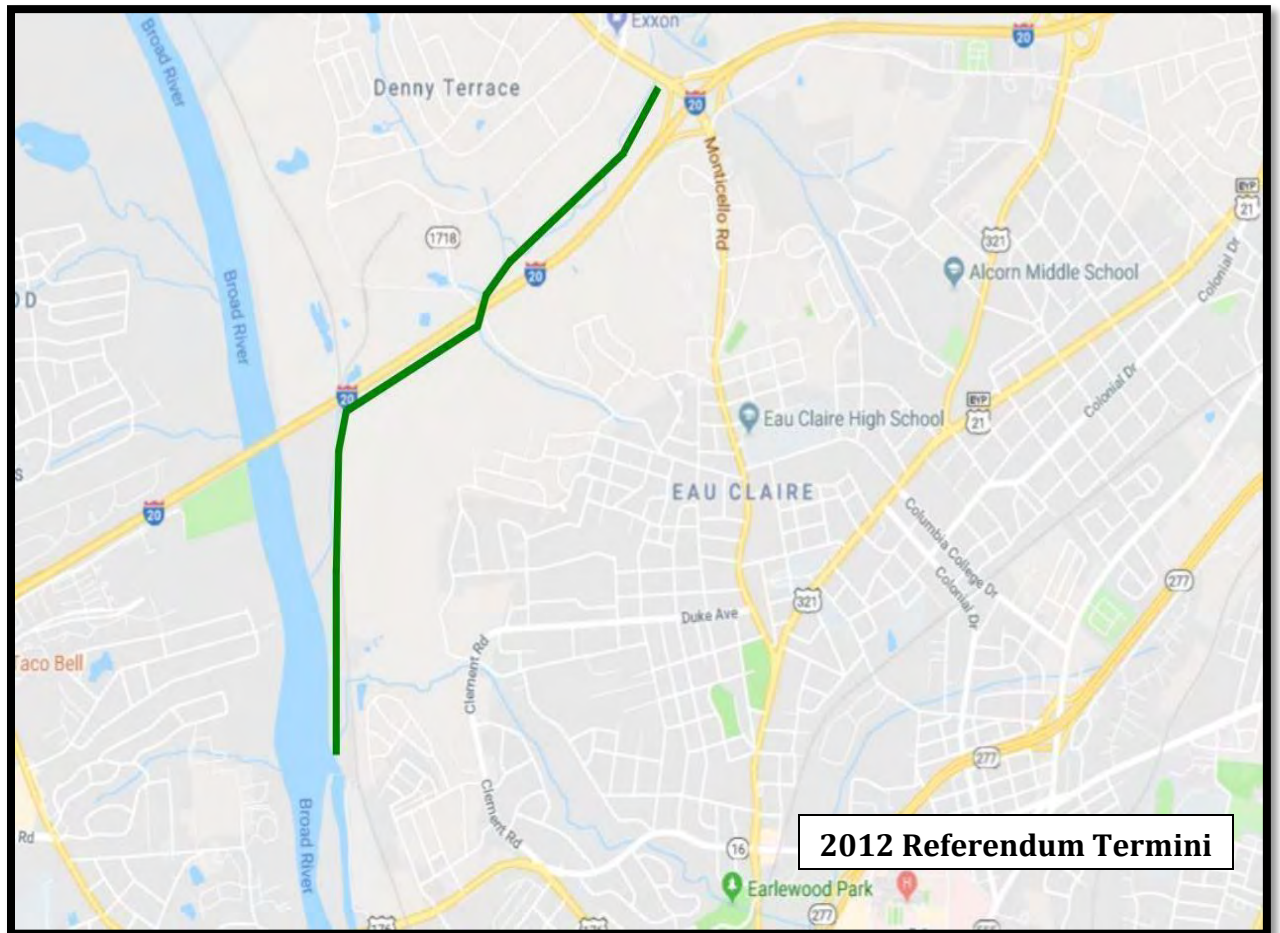
Length: 1.7 Miles

Description: Trail beginning at Granby Park, along Rocky Branch to Gervais St.

Beginning Location: Olympia Park.

End Location: Granby Park

Crane Creek Section A



Project Name: Crane Creek Section A

Council District: 4

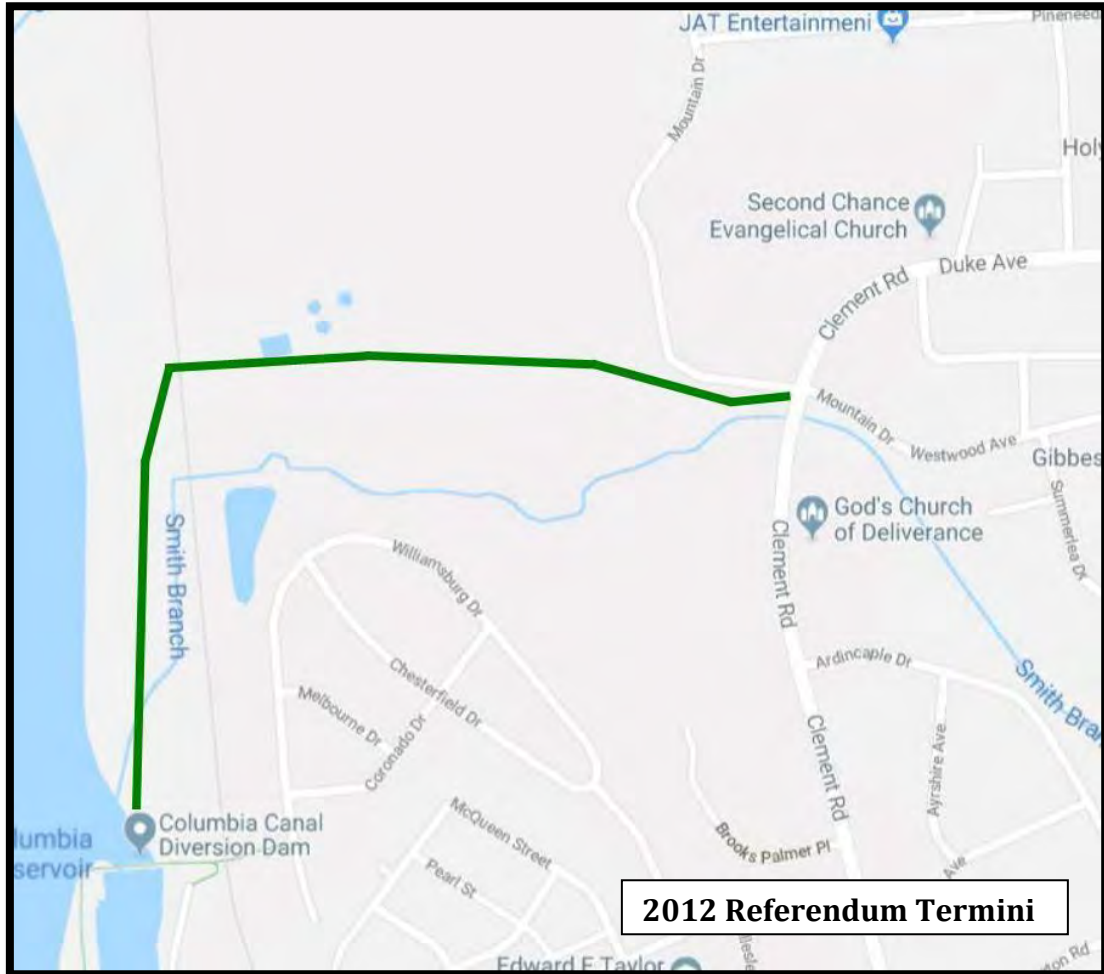
Length: 2.10 Miles

Description: Trail beginning from Monticello Rd. along Crane Creek to the Three Rivers Greenway terminus at the City of Columbia canal headworks along the Broad River.

Beginning Location: Monticello Rd. North of I-20.

End Location: Broad River South of I-20.

Crane Creek Section B



Project Name: Crane Creek Section B

Council District: 4

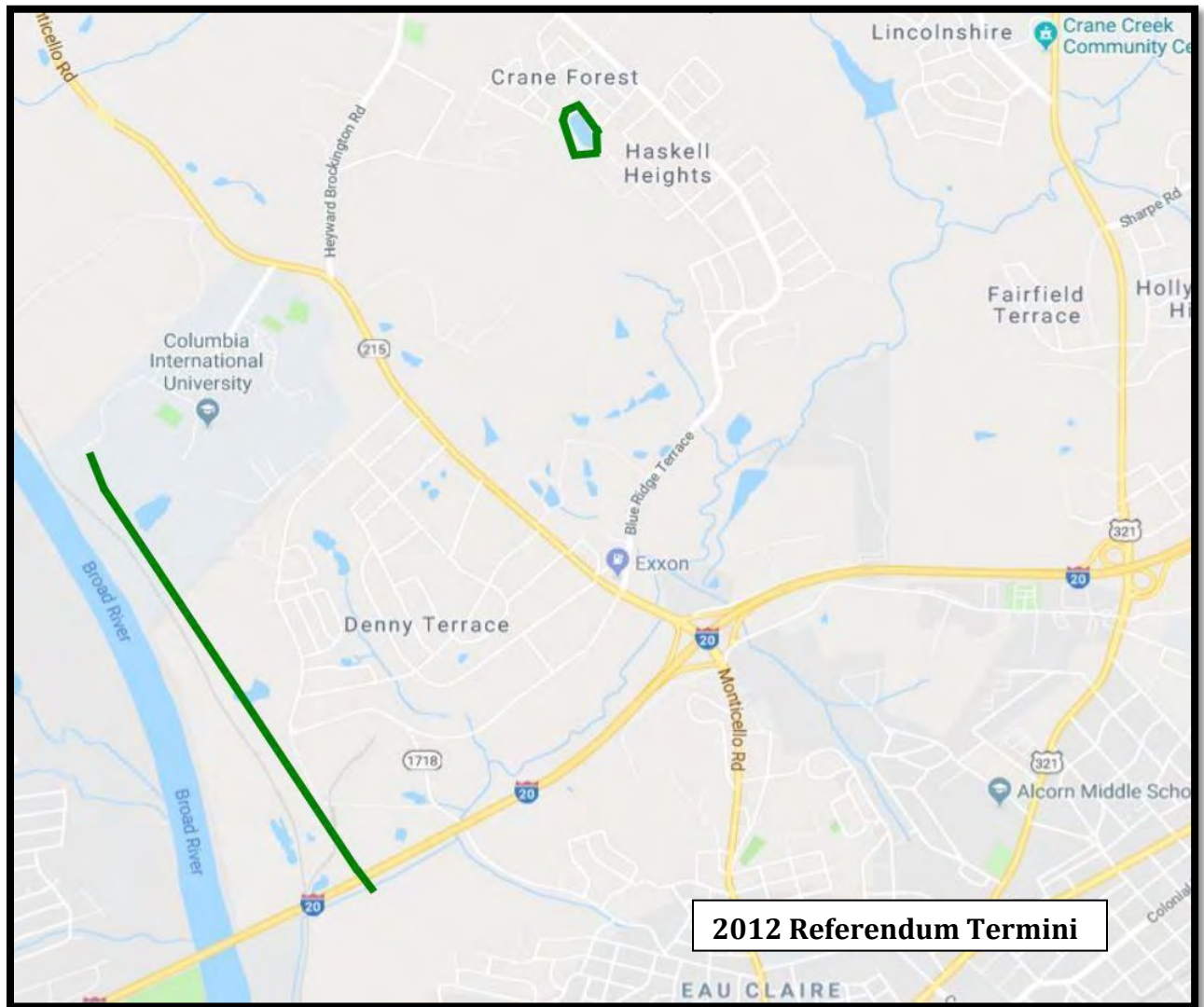
Length: 4,000 feet

Description: Beginning from the Three Rivers Greenway, along the Broad River to a point near the intersection of Mountain Dr./Clement Rd./Duke Rd.

Beginning Location: Crane Creek Section A, near Brickyard Rd.

End Location: Westwood Ave. and Duke Ave.

Crane Creek Section C



Project Name: Crane Creek Section C

Council District: 4, 7

Length: 1.53 Miles

Description Trail beginning at the CIU campus, southward along a utility easement approximately two miles to a point near I-20.

Beginning Location: Intersection of Peachwood Dr. and Widgean Dr.

End Location: North East of Sunbelt Blvd.

Polo Rd/Windsor Lake Connector



Project Name: Polo Rd/Windsor Lake Connector

Council District: 8

Length: 4,000 feet

Description: Trail beginning at Windsor Lake Blvd., north of I-77 along the I-77 and I-20 interchange to the intersection of Alpine Rd. and Polo Rd.

Start point: Windsor Lake Blvd north of I-77

End point: Intersection of Alpine Rd. and Polo Rd.

Dutchman Blvd. Connector



Project Name: Dutchman Blvd. Connector

Council District: 2

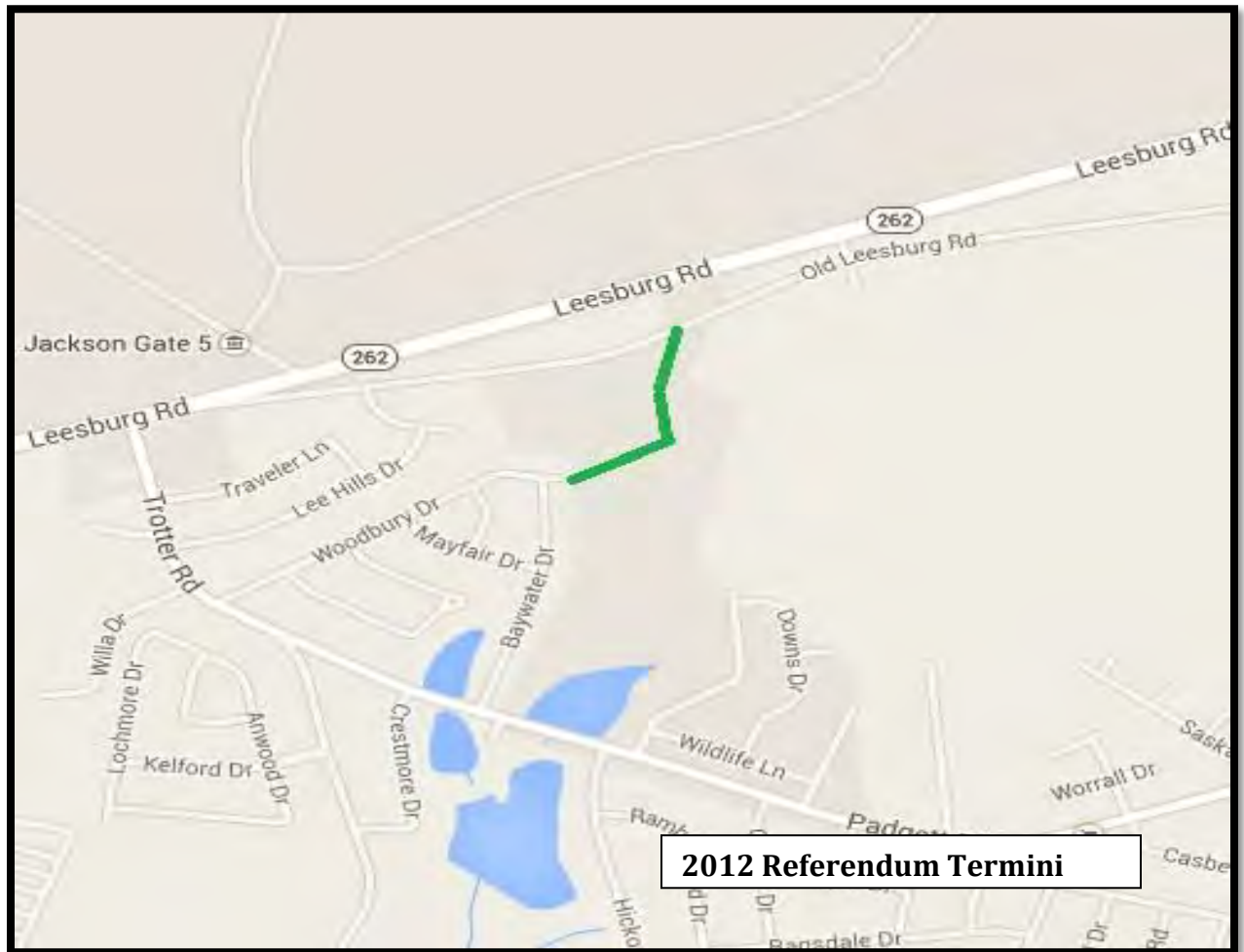
Length: 2,000 feet

Description: Trail beginning at Broad River Road along Dutchman Blvd. to a point along Lake Murray Blvd.

Beginning Location: End of Dutchman Blvd.

Ending Location: Lake Murray Blvd. between Parkridge Dr. and Kinley Rd.

Woodbury/Old Leesburg Connector



Project Name: Woodbury/ Old Leesburg Connector

Council District: 11

Length: 1,000 feet

Description: Trail beginning at the end of Woodbury Dr., northeast towards Old Leesburg Rd., and west of Lester Farm Rd.

Beginning Location: Woodbury Dr.

End Location: Old Leesburg Rd East of Lee Hills Dr.

Columbia Mall Greenway



Length: 1.2 Miles

Description: Trail beginning on Trenholm Rd, near Dent Middle School, behind Dent Middle School crossing Decker Blvd.

Beginning Location: Trenholm Rd. North of Oneil Ct.

End Location: Trenholm Rd. South of Dent Middle School.



**2020 Hampton Street • Room 3063A
Columbia, SC 29204
(803) 576-2083**

To: Members of Richland County Council
From: Richland County Conservation Commission (RCCC) Executive Committee
Date: July 12, 2019
Re: Support for 2012 Referendum Greenway Category Status and Recommendation Memorandum dated March 15, 2019 (Attachment 1)

The RCCC unanimously approved a recommended Policy for Reprogramming Greenway Funds (Attachment 2) at the April 15, 2019 meeting. The RCCC Executive Committee believes the attached Memorandum from the Penny Development Team (PDT) dated March 15, 2019 which provides implementation recommendations is compliant with the intent and terms of our proposed policy. Based on this the RCCC Executive Committee supports the adoption of the recommendations outlined in the Memorandum from the PDT.



2020 Hampton Street • Room 3063A
Columbia, SC 29204
(803) 576-2083

To: Members of Richland County Council
From: Richland County Conservation Commission (RCCC)
Date: April 16, 2019
Re: A Proposed Policy to Reprogram Greenway Funds

Several members of the Ad Hoc Transportation Committee have suggested the need for a policy to amend the Transportation Penny Greenway 2012 Referendum funding levels due to changed conditions. The following is a proposed policy to structure reprogramming decisions that was approved by the RCCC at its meeting on April 15, 2019.

Richland County Council may consider reprogramming Transportation Penny Greenway Funds after adequate opportunity for public input has been completed. Upon recommendation of the Ad Hoc Transportation Committee, Council may approve reprogramming funds from one greenway project to another referendum-approved project as follows:

- 1. The original planned use of the funds is no longer feasible due to inadequate resources, lack of public support, or other conditions limiting completion, and*
- 2. The referendum-approved project to be funded is consistent with the goals of the original project, and*
- 3. The referendum-approved project's completion is furthered by the transferred funds.*

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Chair Paul Livingston and Members of the Council
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Prepared: August 27, 2019 **Meeting Date:** October 15, 2019

Legal Review	Elizabeth McLean via email	Date:	October 04, 2019
Budget Review	James Hayes via email	Date:	September 13, 2019
Finance Review	Stacey Hamm via email	Date:	September 13, 2019
Approved for Council consideration:		Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP
Subject: Change Orders for CDBG-DR Rehabilitation Projects			

Recommended Action:

Staff recommends approval of awarding additional funds for change orders totaling \$29,111.90 for the completion of two (2) rehabilitation projects.

Motion Requested:

I move to approve the award of additional funds for change orders totaling \$29,111.90 for completion of two (2) rehabilitation projects.

Reconsideration: Yes X

Fiscal Impact:

Funds are available in Housing Revitalization (526705) in HOME Investment FY18 and CDBG DR Housing

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

All change orders greater than 25% must be reviewed and approved by Council for CDBG-DR funds. All change orders greater than 10% must be reviewed and approved by Council for all other funding sources. Details of both change orders are indicated below.

Change Order #1

- Contractor: SBP
- Property Address: 1634 Farraway Drive, Columbia, SC 29223
- Original Contract Amount Awarded: \$14,653.42

- Change Order Amount Requested: \$9,693.90
- Percent of Change Order Amount Requested: 66%
- Purpose of Change Order: Lack of properly functioning HVAC system is a safety issue. Replace HVAC system, install concrete landing, clean crawlspace and install moisture barrier.
- Funding Source: CDBG DR Housing

Change Order #2

- Contractor: Green Built Construction
- Property Address: 1800 Suber Road, Columbia, SC 29210
- Original Contract Amount Awarded: \$26,411.74
- Change Order Amount Requested: \$19,418.00
- Percent of Change Order Amount Requested: 74%
- Purpose of Change Order: Lack of properly functioning HVAC system is a safety issue and home must be brought up to current code requirements per HUD. Replace HVAC system, install interior and exterior doors, install new drywall, re-install electrical work, and install new plumbing.
- Funding Source: HOME Investment FY18

Attachments:

1. Change Order and Supporting Documentation for 1800 Suber Road
2. Change Order and Supporting Documentation for 1634 Farraway Drive

Property # SFR0216 Property Owner Aaron JOHNSON

Property Address 1634 FARAWAY DR Columbia, Se 29223

GC SBP Inspector Charles Jordan

Date Initiated 08-15-19 Current Project Completion Date 10/31/19

Initiator: GC Homeowner Inspector

Description of Change Order and Reason Why: ^{STOPPED WORKING} Original Cost of Project 14,653.42
AIRCONDITION UNIT HAS STOPPED WORKING. DUE TO AGE OF OWNER AND MEDICAL ISSUES
OWNER DID START HAVING ISSUES AFTER 2015 STORM AND HAD IT FIXED. ALSO WILL
NEED TO CLEAN CRAWL SPACE AND INSTALL MOISTURE BARRIER
NEED PAD AT BASE OF ADA RAMP TO STABLE RAMP.

Inspector/Cost Estimator's Evaluation

Meets HQS: Yes No C/JH 08-16-19
Sign Date

Aaron Johnson
Homeowner(s) Consent to Change Order 08-15-19
Date

Scope of Work Attached Yes No

Cost of Change Order 9,693.90 Additional Time for Change Order 14
Days

Special Case Panel's Decision

Approved Disapproved Date: 8/16/19
[Signature] P.H. Bond

Notes:

Total Cost of Project \$24,347.32 New Project Completion Date 11/14/19

Over 25% Yes Submit directly to Council for approval per BRC decision of 11/5/18
No SCP May Approve

Richland County Flood Recovery Office

2020 Hampton Street, Suite 1022, Columbia, SC 29204

Insured: Aaron Johnson
Property: 1634 Faraway dr
Columbia, SC 29223

Claim Rep.: Charles P Jordan III
Position: COST ESTIMATOR/INSPECTOR
Company: Tetra Tech | Complex World, Clear Solutions
Business: 2020 Hampton st suite 1022
columbia, SC

Business: (803) 576-2044
E-mail: charles.jordan@tetrattech.com

Estimator: Charles P Jordan III
Position: COST ESTIMATOR/INSPECTOR
Company: Tetra Tech | Complex World, Clear Solutions
Business: 2020 Hampton st suite 1022
columbia, SC

Business: (803) 576-2044
E-mail: charles.jordan@tetrattech.com

Claim Number: SFR0216

Policy Number:

Type of Loss: Flood

Date of Loss: 10/1/2015 12:00 PM
Date Inspected: 8/22/2017 12:00 AM

Date Received: 8/17/2017 12:00 AM
Date Entered: 8/15/2019 9:06 PM

Price List: SCCO8X_JUN18
Restoration/Service/Remodel
Estimate: SFR0216

Richland County Flood Recovery Office

2020 Hampton Street, Suite 1022, Columbia, SC 29204

SFR0725

SFR0725

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. CONCRETE install a 6' X 6' landing at the base of the ramp	1.00 EA @	800.00 =	800.00

Crawlspace

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2. R&R Central air conditioning system - 2 ton - 14-15 SEER	1.00 EA @	2,757.03 =	2,757.03
3. R&R Ductwork system - hot or cold air - up to 900 SF home	1.00 EA @	2,886.14 =	2,886.14
4. Clean the surface area clean crawlspace prior to installing vapor barrier	897.00 SF @	0.29 =	260.13
5. R&R Moisture protection for crawl space - visqueen - 10 mil	897.00 SF @	0.40 =	358.80

Richland County Flood Recovery Office

2020 Hampton Street, Siute 1022, Columbia,SC 29204

Recap by Room

Estimate: SFR0725	800.00	11.33%
Crawlspace	6,262.10	88.67%
<hr/>	<hr/>	<hr/>
Subtotal of Areas	7,062.10	100.00%
<hr/>	<hr/>	<hr/>
Total	7,062.10	100.00%

Richland County Flood Recovery Office

2020 Hampton Street, Suite 1022, Columbia, SC 29204

Recap by Category

O&P Items	Total	%
CLEANING	260.13	2.68%
CONCRETE & ASPHALT	800.00	8.25%
GENERAL DEMOLITION	414.19	4.27%
HEAT, VENT & AIR CONDITIONING	5,282.80	54.50%
MOISTURE PROTECTION	304.98	3.15%
O&P Items Subtotal	7,062.10	72.85%
Material Sales Tax	267.87	2.76%
Overhead	1,099.51	11.34%
Profit	1,264.42	13.04%
Total	9,693.90	100.00%


CHANGE ORDER #1

Date: July 26, 2019
 Homeowner: Lola Washington
 Property Address: 1800 Suber Rd Columbia. SC
 Contractor: Green Built Construction Inc.

The following changes are requested to the above-identified Homeowner -Rehab Stick-Built Contract:

Orig. Cost	DESCRIPTION OF CHANGE	+/- Cost
\$ 26,411.74	Please see attached Estimate	\$19,418.00
\$		
\$		
\$		
\$		\$

Original Contract Amount	\$ <u>26,411.74</u>
Plus Previously Approved Change Orders	\$ <u>0</u>
Plus Change Order Requested	\$ <u>19,418.00</u>
Percentage of Change order (increase or decrease)	73.52%
Total New Contract Amount	\$ <u>45,829.74</u>


 Homeowner

8-8-19
 Date

Carl Green/Owner
 Contractor

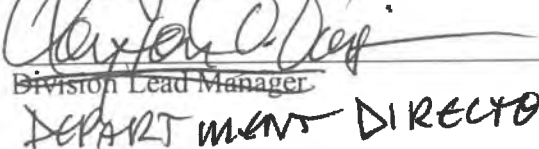
7/26/2019
 Date


 Housing Inspector Specialist

8-5-2019
 Date


 Housing Program Manager

7/26/19
 Date


 Division Lead Manager
DEPARTMENT DIRECTOR

8/5/19
 Date

Carl D. Green
 Green Built Construction, INC.
 569 Bard Drive
 Winnsboro, SC 29180
 Office 803-917-6572
 Fax 866-696-6585
 greenbuilt63@gmail.com
 License #: 21638

Estimate



Project
1800 Suber Rd C/O 1800 Suber Rd Columbia, SC 29210

Customer
Ricland County Community Development 2020 Hampton Street Columbia, SC 29204

Description	Material	Labor	Cost
Doors			\$731.63
Doors, Prehung Interior Doors, 6-panel colonist prehung interior doors	\$325.84	\$110.80	\$436.64
Doors, Prehung Steel Exterior Doors, 6-panel premium prehung steel exterior doors	\$203.86	\$46.13	\$249.99
Removal of interior items, Wood door and frame in a wood frame wall	\$0.00	\$45.00	\$45.00
Drywall			\$2,247.93
Drywall, Remove drywall & prep ceilings and walls	\$0.00	\$459.20	\$459.20
Walls and Cellings, Drywall, Mold- and mildew-resistant drywall, 5/8" x 4' x 12' DensArmor Plus	\$949.05	\$839.68	\$1,788.73
Electrical			\$312.50
Electrical, remove light fixture for work, then reinstall	\$0.00	\$312.50	\$312.50
HVAC			\$9,223.24
Dump Truck rental 5 CY	\$345.24	\$0.00	\$345.24
HVAC, Remove and replace existing system with a 14 seer Heil 3 ton split unit, including removal and replacement of all duct work with R-8 insulation	\$6,028.00	\$2,850.00	\$8,878.00
Plumbing			\$3,808.20
Equipment Mobilization charge, Delivery and take-home charge	\$0.00	\$245.00	\$245.00
Excuvate and repair 4" schedule 3034 PVC sewer line (50' Minimum)	\$328.80	\$325.00	\$753.80
Remove and replace 50 gallon electric water heater	\$712.40	\$325.00	\$1,037.40
Remove tank cap and check grinder pump	\$0.00	\$325.00	\$325.00
Repair piping on water heater	\$54.80	\$175.00	\$229.80
Replace Sewer grinder pump	\$767.20	\$450.00	\$1,217.20
Project Subtotal	\$9,715.19	\$6,508.31	\$16,323.50
Overhead	\$886.42	\$650.83	\$1,547.25
Profit	\$886.42	\$650.83	\$1,547.25
Project Total	\$11,488.03	\$7,809.97	\$19,418.00

We appreciate your business



REQUEST OF ACTION

Subject: FY20 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total reallocation of **\$3,000** for District 7.

B. Background / Discussion

For the 2019 - 2020 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY20, Special Called Meeting – June 10, 2019: Establish Hospitality Tax discretionary accounts for each district in FY20. Move that all unspent H-Tax funding for FY18-19 be carried over and added to any additional funding for FY19-20.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2020 Allocations	\$137,000
FY2019 Remaining	\$122,700
Blythewood High School Women's Lacrosse Team	\$ 3,000
Total	\$ 3,000
Remaining Balance	\$147,550

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY20 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total reallocation of **\$177,500** for District 9.

B. Background / Discussion

For the 2019 - 2020 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY20, Special Called Meeting – June 10, 2019: Establish Hospitality Tax discretionary accounts for each district in FY20. Move that all unspent H-Tax funding for FY18-19 be carried over and added to any additional funding for FY19-20.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2020 Allocations	\$ 0
FY2019 Remaining	\$ 57,700
Fisher House Foundation – Dorn VA Hospital	\$ 75,000
Columbia Museum of Art	\$ 10,000
Historic Columbia	\$ 20,000
Ridge View High School - Bojangles Bash	\$ 10,000
Columbia City Ballet	\$ 20,000
Columbia Classical Ballet	\$ 20,000
Auntie Karen Foundation	\$ 15,000
SC Pro Am	\$ 7,500
Total	\$177,500
Remaining Balance	\$ 45,050

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.