

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, NOVEMBER 05, 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



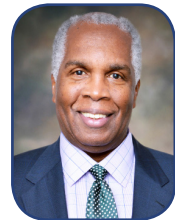
Joe Walker, III
District 6
2018-2022



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
November 05, 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 Joe Walker, III

3. **PLEDGE OF ALLEGIANCE**

The Honorable Joe Walker, III

4. **PRESENTATION OF RESOLUTIONS**

a. A Proclamation Honoring Phi Beta Sigma Fraternity -
International Award

The Honorable Paul Livingston

5. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Special Called Meeting - 2nd Reading of FY20 Budget:
May 23, 2019 [PAGES 10-41]

b. Special Called Meeting - 3rd Reading of FY20 Budget:
June 10, 2019 [PAGES 42-75]

c. Regular Session: October 15, 2019 [PAGES 76-88]

d. Zoning Public Hearing: October 22, 2019 [PAGES
89-91]

e. Special Called Meeting: October 22, 2019 [PAGES
92-94]

6. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

7. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Larry Smith,
County Attorney

- a. Richland County vs. SC Dept. of Revenue Update
- b. Richland County and City of Columbia Bond Court IGA

8. CITIZEN'S INPUT

The Honorable Paul Livingston

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

9. 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.)

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. The Government Finance Officers Association of the United States and Canada: Award of Financial Reporting Achievement [PAGES 95-98]

11. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. Midlands Technical College's Oyster Roast & Shrimp Boil, November 7, 6:00 PM, Midlands Technical College NE Campus, 151 Powell Road
- b. CentralSC's Big Thursday Oyster Roast, November 14, 6:00 PM, 701 Whaley, 701 Whaley Street
- c. Columbia Urban League's 52nd Annual Equal Opportunity Day Dinner, November 6, Reception - 6:00 PM; Dinner - 7:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street

12. REPORT OF THE CHAIR

- a. Proposed 2020 Council Retreat Dates: [ACTION]
 - 1. January 16-17, 2020
 - 2. January 23-24, 2020
- b. Proposed 2020 Council Retreat Locations [ACTION]

The Honorable Paul Livingston

1. Greenville County
 2. Charleston County
 3. York County
 4. Richland County
- c. Proposed 2020 Council Meeting Calendar [ACTION] [PAGES 99-100]
 - d. Letter from Sheriff Lott re: Special Assistant United States Attorney [PAGES 101-103]
 - e. Richland School District II School Resource Officers

13. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 19-037MA
Fredine McNeal & John E. Mender
OI to RS-MD (1.04 Acres)
5718 Miramar Drive
TMS # R11711-05-07 [SECOND READING] [PAGES 104-105]
- b. 19-032MA
Charlotte Huggins
RU to RC (2.8 Acres)
10510 & 10512 Garners Ferry Road
TMS # R30600-02-16 [SECOND READING] [PAGES 106-107]
- c. 19-038MA
Keith McNair
PDD to RS-LD (2.8 Acres)
Jacobs Mill Pond Road
TMS # R25810-03-09 [SECOND READING] [PAGES 108-109]
- d. 19-040MA
Krystal Martin
LI to RM-HD (2.4 Acres)
10539 Farrow Road
TMS # R17500-02-18 [SECOND READING] [PAGES 110-111]

14. SECOND READING ITEMS

The Honorable Paul Livingston

- 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 [PAGES 112-134]

- b. An Ordinance Amending Ordinance 039-12HR, the Ordinance Authorizing the one percent (1%) Transportation Sales and Use Tax; so as to amend the projects list as it relates to greenways [PAGES 135-166]

15. FIRST READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance providing for the issuance and sale of Utility System Revenue Bonds of Richland County, South Carolina, and other matters relating thereto [BY TITLE ONLY] [PAGE 167]
- b. An Ordinance providing for the issuance and sale of not exceeding \$35,000,000 Utility System Revenue Bonds, Series 2020, of Richland County, South Carolina, for the expenditure of the proceeds thereof, for the payment of said bonds, and other matters relating thereto [BY TITLE ONLY] [PAGE 168]

16. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Joyce Dickerson

- a. Quitclaim Deed for Right-of-Way – 1300 Block of Marion Street – Lofts Apartments [PAGES 169-191]

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Calvin Jackson

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Planning; identifying the project; and other matters related thereto [PAGES 192-193]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and [Project Planning] to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 194-225]
- 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 a Public Infrastructure Credit Agreement to provide for public infrastructure credits to PDP Bull Street Apartments, LLC (and/or an affiliated entity); and other related matters [FIRST READING] [PAGES 226-248]

18. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Chakisse Newton

a. NOTIFICATION OF APPOINTMENTS

1. East Richland Public Service Commission - One (1) Vacancy
 - a. Jennifer Creed [**PAGES 249-251**]
2. Procurement Review Panel - Two (2) Vacancies (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
 - a. Dr. Regina N. Givens [**PAGES 252-262**]
3. 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)
 - a. R. Lee Snelgrove [**PAGES 263-264**]

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

a. Items for Information:

1. Transition Update
2. OET RFQ Short List Selection [**PAGE 265**]
3. CE&I RFQ Short List Selection [**PAGES 266**]

b. Items for Action:

1. Mitigation Credit Sales: Alpine and Percival Road Inspections [**PAGES 267-289**]
2. Edmonds Farm Rd./Railroad Crossing Closures [**PAGES 290-296**]
3. Cash Flow Model Presentation - First Tryon [**PAGES 297-309**]
4. Staff Project Evaluation Findings and Recommendations [**PAGES 310-313**]

20. OTHER ITEMS

The Honorable Paul Livingston

- a. Town of Eastover Sewer Bills [ACTION] [**PAGES 314-328**]

21. EXECUTIVE SESSION

Larry Smith, County Attorney

22. MOTION PERIOD

- a. Resolution in Support of Dreamers by Congress [**PAGE 329**]

The Honorable Jim Manning

23. ADJOURNMENT



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council

SPECIAL CALLED MEETING
May 23, 2019 – 3:00 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, Sandra Yudice, Kim Williams-Roberts, Larry Smith, Tim Nielsen, Stacey Hamm, Quinton Epps, Portia Easter, Wendy Davis, James Hayes, Dwight Hanna, O’Jetta Bryant, Tyler Kirk, Steven Gaither, Nathaniel Miller, Randy Pruitt, David Bertolini, Rokey Sulman, Ismail Ozbek, Dale Welch, Dan Kim, Clayton Voignier, Michael Niermeier, Bryant Davis, Beverly Harris and Shahid Khan

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 3:00 PM.
2. **ADOPTION OF THE AGENDA** – Mr. Livingston requested to move the grants portion off the agenda until after the “Debt Service Funds”.

Ms. Myers moved, seconded by Ms. Terracio, to adopt the agenda as amended.

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. **SECOND READING**

Millage Agencies

1. ***Richland County Recreation Commission (Recommended: \$15,243,965)*** – Mr. Manning moved, seconded by Ms. Myers, to fund the Richland County Recreation Commission at \$15,243,965, as recorded on the motions list.

Ms. Dickerson inquired if the millage rate for this item is \$13 million.

Mr. Hayes stated the numbers they were given were dollar amounts. They do not have the associated millage.

Mr. Brawley stated, at this point, the cap dollar amount is what the Auditor’s Office has provided to Mr. Hayes. He stated we are not doing the millage rate today.

Mr. Walker stated, for clarification, the \$15,243,965 is representative of taking the millage to the cap.

Mr. Brawley responded in the affirmative.

Mr. Walker made a substitute motion, seconded by Ms. Dickerson, to fund the Richland County Recreation Commission at \$14,819,565.

Ms. McBride inquired as to the amount of millage the Recreation Commission is entitled to.

Mr. Hayes stated he believes it is 5 mills, and their current millage rate is 13.5 mills.

Ms. McBride stated she has concerns that we have no input. Constituents are having limited input. She has tried to discuss issues with the Recreation Commission about an issue that she has had for a number of years, and nothing has been done. She is really concerned about giving additional money until they are willing to work with Council and addressing some of constituents' needs. Additionally, money was put in the bond for Greenview 7 years ago, and she would like to know where that money is. She stated she has an issue with parking on Shakespeare Road, and she has reached out and no one has contacted her.

Ms. Dickerson stated she got several requests, at her Community Forum this past weekend, from people in the community about their rates to use the parks are increasing significantly.

Ms. Lakita Watson, Recreation Commission Executive Director, stated she stepped into this position in July 2018, and it has been somewhat challenging because she is playing catch up. However, as it relates to the concerns expressed by Ms. McBride, she apologized that they had never had a conversation or scheduled a meeting. She stated she has had an opportunity to speak with many of the Council members about their concerns, and she believes they have been much more responsive than the previous Administration. They presented to the Board, this past week, a full capital improvement budget. That is something that the Commission has never had. It is very difficult for projects to be identified, that are capital projects, when you do not have a plan. The particular site, that Ms. McBride is speaking of, is included in their plan. Council does not have a copy, as of yet, because the approval has to be done by the Board before she can bring it to you. It is not a part of the current operating budget, as operating budget and capital budgets are different budgets, so the budget you have before you does not have any major capital improvements, which would include the requested parking lot. Once they verified the property was that of the Commission, that is when they decided it was important. They recognized the numbers, at that site, and they are moving forward with doing a parking lot at that facility. As it relates to the concerns brought to Ms. Dickerson's attention, they are not increasing fees. They have identified the importance of consistency with all of the citizens that utilize the facilities. The one policy that was just revised was that for independent contracted instructors. They are requiring them to do background checks, to have a business license, as well as their certifications. If you are going to teach the citizens, there may be a slight increase, but that is the price of doing business. It is important to her that they have the right people, who are qualified, and have the right backgrounds, utilizing the facilities. They are working with them, and have identified opportunities for them to continue to be in the facilities, but they have been no increases in fees.

Mr. Malinowski stated, for clarification, it is his recollection, in the past, was that Council would discuss the budget, and we would not have people come to the podium to give their input. If there is someone from an organization that disagrees with what was said, they need to make Council aware of it via an email after the fact.

Ms. McBride stated the issues is the budget, the work that is being done, and the constituent needs, regardless of which budget it is in. The issue has not been addressed, and has not been addressed

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for years. She contacted the Recreation Commission, and it was her understanding, that it would not be in this year's budget. She stated she cannot wait for another 2 – 4 years to have this done.

Ms. Myers noted in the Recreation Commission budget there is a line item that reads bonds. She inquired if those are legacy bonds, and do we know what year they are from.

Mr. Hayes stated he does not know.

Ms. Myers stated her question is whether or not those bonds have been mobilized for the projects for which they were encumbered. Obviously, you cannot hold bonds forever and not use or roll them over into operating expenses. She would like for someone to follow-up and find out what the bonds were procured for, when they were procured, if we have earned interest on them and there is any kind of penalty.

Ms. Kennedy stated she has brought it to the State representative's attention that she resents the idea that we provide funding and have little or no say so in the operations.

Ms. Dickerson stated, with all due respect, she is here for the budget and if she needs a question answered, she does not care where it comes from she needs to be able to get her answer. If the person is here to address it, she wants it.

Mr. Livingston stated Ms. Dickerson's point is well taken. If she, or any other Council member, need an answer, specific to the budget question, we will get it.

In Favor: Terracio, Malinowski, Walker, Dickerson and McBride

Opposed: Jackson, Newton, Myers, Kennedy, Manning and Livingston

The substitute motion failed.

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

Opposed: Malinowski, Kennedy, Walker and Dickerson

The vote was in favor.

- 2. Columbia Area Mental Health (Recommended: \$2,196,520)** – Mr. Manning moved, seconded by Mr. Jackson, to fund Columbia Area Mental Health at \$2,196,520, as listed on the motions list.

Ms. Myers inquired, if the number, that has been presented, encapsulates mental health treatment specifically targeted at youth in crisis, and, if so, what percentage of the mental health treatment, that we are providing, is going to people under 18.

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

The vote in favor was unanimous.

- 3. Public Library (Recommended: \$29,391,764; Requested: \$29,952,764)** – Ms. Dickerson moved, seconded by Mr. Manning, to fund the Public Library at \$29,391,764.

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Mr. Jackson inquired, with the funds that are being allocated by the General Assembly, how does that impact the funding for the library.

Ms. Melanie Huggins, Executive Director, stated they do not know exactly what those funds are, to date, so they have an estimate in their revenue sources. There are limited things they can put those to. They try to put those towards books, materials, and people.

Mr. Jackson inquired, if the number, they are requesting from the County, reflective of an estimate.

Ms. Huggins stated it is an estimate, based on historic information.

Mr. Jackson inquired, when they find out the amount, will there be an adjustment downward.

Ms. Huggins responded in the affirmative. The funding comes in installment. They also do not know if they will receive lottery funds. The funding is usually put back into the book budget, since the book budget is cut at the beginning of each budget cycle.

Ms. Myers stated, to the extent that the budget, that has been requested, has a hard and fast number for the current year. The Library, like most agencies, has a fund balance. The fund balance is a little less than half of the fund request. She inquired if they are mobilizing any of the fund balance to offset the request they are making in the current year, and, if so, what amounts.

Ms. Huggins stated they do not use their fund balance for operating funds, and does not impact the operating request. They have used their fund balance, and continue to use it, for capital. In the past, they have replaced all of their lights with energy efficient lighting. They have used some of the fund balance to finish out capital projects. They are using the fund balance to finish the Lower Richland Library currently being built. They do not have a plan, other than they plan to expand the Lower Richland Library, at some point. They are very intentional in spending the money in the year it is give, and not adding to the fund balance, if they can help it. Some of their fund balance is restricted for up to 3 months of emergency operations.

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

Opposed: Malinowski and Walker

The vote was in favor.

4. ***Riverbanks Zoo and Gardens (Recommended: \$2,346,566)*** – Ms. Dickerson moved, seconded by Ms. Kennedy, to fund the Riverbanks Zoo and Gardens at \$2,346,566.

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

The vote in favor was unanimous.

5. ***Midlands Technical College – Operating (Recommended: \$6,395,115)*** – Ms. Dickerson moved, seconded by Ms. McBride, to fund Midlands Technical College – Operating at \$6,395,115.

In Favor: Terracio, Newton, Myers, Kennedy, Manning, Dickerson and McBride

Opposed: Malinowski and Walker

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Abstain: Livingston

The vote was in favor with Mr. Livingston abstaining from the vote.

6. **Midlands Technical College – Capital (Recommended: \$3,423,854)** – Ms. Dickerson moved, seconded by Ms. McBride, to fund Midlands Technical College – Capital at \$3,423,854.

In Favor: Terracio, Newton, Myers, Kennedy, Manning, Dickerson and McBride

Opposed: Malinowski and Walker

Abstain: Livingston

The vote was in favor with Mr. Livingston abstaining from the vote.

7. **School District One (Recommended: \$232,915,525; Requested: \$244,161,524)** – Ms. McBride moved, seconded by Ms. Dickerson, to fund School District One at \$244,161,524.

Ms. Myers stated, it was her understanding, they had modified their request and they were no longer asking for the look back amount, and the request from the School District is \$232 million.

Mr. Ed Carlen, Chief Operations and Budget, and Dr. Craig Witherspoon, Superintendent, addressed the budget request. Mr. Carlen stated they are not looking for the look back, but the numbers did not change.

Ms. Myers inquired, for clarification, if they are asking to go above the cap.

Mr. Carlen stated, they think their mill value will be higher in October.

Ms. Myers inquired, what if the mill value is not higher at that time, what would we do?

Mr. Carlen stated, if they do not get it, they will come back in October, but that is what they need for their budget, at this time.

Ms. Myers stated they are making their estimate based on a projection. She inquired if this is the projection from Mr. Brawley, at this time, or is this the School District's projection.

Mr. Carlen stated that is their projection.

Ms. Myers inquired, for clarification, if the number Mr. Brawley has provided, is the current estimate of what the millage will come in at. She requested Mr. Brawley to explain the difference between the estimate the School District is giving and the numbers he has provided.

Mr. Brawley stated he is not aware of where the School District is getting their numbers. He stated what his office is doing is looking at what the assessed property values are. This year is a reassessment year, and, as a result, the Assessor is having problems with giving him new construction and ATIs. His office has based their projections off of a 5-year trend. Looking at what has happened historically, in School District 1, they believe the cap will be \$232,915,525.

Ms. Myers inquired, for clarification, if Mr. Brawley's estimate has taken into account that this is a reassessment, and he is projecting out for that.

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Mr. Brawley responded in the affirmative. He stated, in a reassessment year, they are reassessing the existing property values, so the property values are going up. As a result of property values going up, to protect the taxpayers, the millage rate will be rolled back, so the school districts will start from an even platform. Then, they will take the millage forward with the CPI and growth.

Ms. Myers inquired as to the correctness of the School District's projection vs. the Auditor's projection.

Mr. Brawley stated, based on the estimates they have, and the 5-year trend analysis, this is what they think the millage rate will generate, based on the mill rate, which equates to an approximately \$5 million - \$6 million increase.

Mr. Manning stated, some of us will recall, that for many years, we would go through this every year with the budget. Then, there was always a motion made that addressed, that if the millage changed and it was a different number, they would get the higher number. If it did not, then they would be left with the lower number. He inquired if there is some reason we could not have that before us to deal with the issues, and questions, being asked now.

Ms. Newton stated, looking at these estimates, one of her questions is, when you look at the FY20 requested budget, is that number including the look back they requested in the document provided to Council.

Mr. Carlen stated they are not requesting look back. They got look back last year, so there is no look back available.

Ms. McBride stated Mr. Manning addressed her concern. If we did not have the money, they could not get the requested amount anyway. Mr. Manning's recommendation would address that issue.

Ms. Newton stated, she understands, if we fund based on the revenues we are expecting. But, if we fund at a higher number, and, then say, if less money comes, they get less money, how does that work from a payment perspective. This seems like a complicated transaction.

Mr. Hayes stated the Treasurer will remit the funding that millage rate brings in. The issue would be, if they base their budget on a higher number, would be take a gamble. They would be budgeting expenditures at a rate higher than those revenues would generate.

Ms. Terracio stated she is a proud Richland I parent, and she is exciting about funding the School District this year. She stated, when she thinks about the budget for the School District, she is thinking about money that is going directly into the benefit of students and teachers. She would like to know a little more detail about how much money is being spent on technological platforms and products (i.e. Parent Portal, School Messenger, etc.). She is currently working with a robust platform, and learning all of its bells and whistles, so she knows how these things go. She wondered if there is any kind of duplication of function across the platforms, and if there could be any efficiencies found.

Mr. Carlen stated, based on what they spend on the student's laptops and software, it is a large number, but the exact number they would have to provide back to you.

Dr. Witherspoon stated they have student software, remediation programs, but there are other software technologies that support that from the backend and network sides.

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Ms. Newton stated, while they are providing that additional information to address Ms. Terracio's question, she would be interested in seeing a more granular look at the budget, and where things are going. She is particularly interested in how the budget tracks to the strategic plan.

Dr. Witherspoon stated the Board just approved a revised strategic plan, and they are officially rolling that out in the Fall. There will be dashboards and platforms that can measure. He would argue everything they do in the district is aligned to their strategic plan, in terms of student options, opportunities and outcomes, as well as supporting the teachers and staff.

Ms. McBride stated, we speak of the "digital divide", and we say in the rural areas there is no internet. Right here in the city, we have students going home that cannot use their computers when they get home because they do not have internet access. She would like to see the ability for students, that do not have internet services, to have that built in.

Dr. Witherspoon stated they are working on that, and has been a concern. Their IT and Partnership Office has been working with some wireless providers that would assist with hotspots in several areas. They have put them on over 100 buses. Some of the providers are bringing their prices down. Right now, it is a significant cost, but they are trying to work to bring some of that cost down so they can provide internet access.

Mr. Jackson stated, last year, in October, we got a request from Richland I, which reflected the new numbers. As a result of the new rates, we made the appropriate adjustment. He certainly would understand, if Council would consider that this year. It would not harm the School District because it would not cause them to gamble with the future of education, based upon funding they may or may not get, and we could move this conversation along.

Ms. Dickerson stated she wanted to piggyback on what Mr. Jackson said. Her concern is approving \$244 million, and then us only get \$230 million. She stated she does not have a problem with them coming back and adjusting the budget, if necessary.

Mr. Livingston stated, for clarification, Mr. Jackson is suggesting that approving the cap, per the Auditor, with the understanding that, if the number is higher, we will make that adjustment, at that time.

Mr. Jackson stated he would issue that in the form of a substitute motion, and approve \$232,915,525 in funding. Ms. Dickerson seconded the substitute motion.

Ms. Myers requested the total number of students.

Mr. Carlen stated there are 24,000 students.

Ms. Newton stated, for clarification, the motion is that we will fund at the current cap, but if the millage number comes in higher, we will revisit it.

Mr. Jackson responded in the affirmative.

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

Opposed: Malinowski and Walker

Abstain: Livingston

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The vote was in favor with Mr. Livingston abstaining from the vote.

- 8. School District Two (Recommended: \$158,482,974)** – Ms. Dickerson moved, seconded by Ms. Kennedy, to fund School District Two at \$158,482,974.

Ms. Myers inquired as to the total enrollment.

Mr. Miley, Chief Financial Officer, stated it is 28,565, and they are currently growing by about 300 – 350 students per year.

Ms. Myers stated, for clarification, that their budget request does not ask for the cap.

Mr. Miley stated they are requesting the cap, which is the Auditor’s estimate.

Ms. McBride inquired about the percentage of students that receive free lunch.

Mr. Miley stated it is approximately 48 – 49%.

Ms. McBride inquired what the percentage of students receive free lunch in School District I.

Dr. Witherspoon stated it is approximately 75%.

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

Opposed: Malinowski and Walker

Abstain: Jackson

The vote was in favor, with Mr. Jackson abstaining from the vote.

GRANTS

- 9. Accommodations Tax (Approval of A-Tax Committee recommendation; \$560,000)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve the A-Tax Committee recommendation of \$560,000.

Ms. McBride inquired if the \$560,000 is the amount budgeted for this program.

Mr. Hayes responded in the affirmative.

Ms. Myers inquired if there are 2 line items for the CVB. One for \$250,000 and one for \$50,000.

Mr. Hayes stated they have 2 arms. They have the Convention Center, itself; then, they have the Columbia Regional Sports Council (dba Experience Columbia).

Mr. Jackson stated this is the document that he was referencing earlier when he talked about having the multiple funding sources be made available. He stated, if he is reading this correctly, the Columbia City Ballet and the Columbia Classic Ballet, both are asking for \$100,000 and \$125,000, respectively, and the recommendation is \$0.00.

Mr. Hayes stated the Accommodations Tax Committee did not recommend for them to get any A-Tax funding.

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Mr. Jackson stated he knows that several Council members contribute to both of those organizations, so he wants to make sure that is noted, and that we know. If, in fact, they are not going to be getting any A-Tax funds, it would be good to know what other funds they are getting. He would challenge the committee, going forward, that if an organization received funding one year and was getting zero the next year, that we are made aware of what other dollars they are receiving.

Mr. Livingston stated he had the same concern with the Columbia Music Festival.

Ms. Myers inquired who was on the committee.

Mr. Kirk stated the A-Tax Committee consists of 5 citizens appointed by County Council. Those individuals are involved in the accommodations industry.

Ms. Myers inquired what the fund balance would be, if Council took the recommendations of the A-Tax Committee.

Mr. Hayes stated A-Tax has a limited fund balance. Typically, all of the A-Tax funding is used, but it currently has \$31,000.

Ms. Myers stated, for clarification, this is the anticipated revenue, and the recommendation would be for the \$560,000.

Ms. McBride inquired if these grant funds are competitive.

Mr. Hayes responded in the affirmative.

Ms. McBride stated, when you do a grant, and its competitive, the groups come in and they evaluate them. We have authorized them to evaluate, and decide on the funding for the grants, so that was the decision made, based on the competitive grant funding. She did recognize, in the Hospitality Tax, these same organizations receive some funding.

Mr. Jackson stated that is why it is important to find out how many sources they are receiving funding from, which was his question.

Mr. Hayes stated they will send the matrix out again tomorrow, so Council can take a look at it.

Mr. Jackson stated he questions the matrix that was sent out because, for example, it shows the Auntie Karen Foundation received \$9,000 in H-Tax Grant funding. He knows they got far more than that because he gave them money.

Mr. Hayes stated the document list the FY20 funding numbers. For clarification, Mr. Jackson wants the funding numbers for the current fiscal year.

Mr. Jackson responded in the affirmative. He stated, that way, when he looks at the sheet, and we see that the Columbia City Ballet is not getting any money, but he sees they received "X" number of dollars across the funding source, he does not feel as bad.

Mr. Hayes stated they set up based off of the budget process. They will provide the same information, but do it for FY19.

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

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Opposed: Malinowski, Jackson and Myers

Present but Not Voting: Newton

The vote was in favor.

Mr. Manning moved, seconded by Ms. Dickerson, to provide \$10,000 each for the Columbia City Ballet and Columbia Classic Ballet out of the Accommodations Tax fund balance.

Ms. Myers requested a friendly amendment to provide \$10,000 to the Black Pages out of the Accommodations Tax fund balance.

Mr. Manning accepted the friendly amendment.

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

Opposed: Malinowski

Abstain: McBride

The vote was in favor.

- 10. Hospitality Tax (Approval of the funding level for the Ordinance Agencies; \$2,001,743) NOTE: Columbia Museum of Art, Historic Columbia, EdVenture and Township** – Ms. Dickerson moved, seconded by Mr. Manning, to fund the Ordinance Agencies at \$2,001,743.

Ms. Myers requested a friendly amendment to fund EdVenture at the requested amount of \$400,000.

Ms. Dickerson inquired about how much we go up on the Ordinance Agencies.

Mr. Hayes stated they kept the funding at the same level as in FY19.

Ms. Newton inquired what the H-Tax fund balance is.

Mr. Hayes stated it is \$14.9 million.

Ms. McBride stated this is similar to the other issues that were discussed, in terms of the additional funding that they get. She knows all these agencies get H-Tax funds from the Council, so we are back to a similar situation.

Mr. Jackson stated, under Hospitality Tax, Mr. Manning sponsored a motion to rollover the remaining unallocated H-Tax funds from District 8. He inquired if we should all be doing that.

Mr. Livingston stated that is what we did last time.

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

Opposed: Malinowski

Abstain: Dickerson and McBride

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The vote was in favor.

- 11. Hospitality Tax (Approval of H-Tax Committee recommendations; \$500,000)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve the \$50,000 in H-Tax Committee recommendations.

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

Opposed: Malinowski

Present but Not Voting: Manning

The vote was in favor.

- 12. Hospitality Tax (Approval of recommended funding level for Special Promotions Agencies at FY18 level; \$255,091) NOTE: Columbia Metropolitan Convention Center and Visitor's Bureau & Columbia International Festival** – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$255,091 for the Special Promotions Agencies; \$67,895 for SERCO and \$75,000 for Famously Hot New Year.

Ms. Myers stated, when you got the same amount that is with the H-Tax Committee, and then all the same groups take up all the money, the small groups are left with no access. She stated we might need to consider, in the future, that if it is H-Tax you collect once from H-Tax and not every time H-Tax is allocated.

Mr. Hayes stated it would require a policy change by Council, so that a group that gets full Council approval is not eligible to get money from the committee.

Ms. Myers stated Mr. Livingston made a good point that may be less than half of what they are getting from other places. She stated her point would be that we need to consider whether or not we want to fully fund them at the level other places are funding them. But to allow them to dip several times from the same "pot" makes the allowable grants to other agencies that do not have the might of the CVB to put together that application.

Mr. Jackson stated a small non-profit that is only asking for a little bit of money gets zero because all the money is taken up. If we were continuing to give, for example, EdVenture \$400,000, they would not need to get any more money from Council members individually. It would then open up the door for Ridgewood Baptist Church's Non-Profit entity to get the \$1,500 they need to help with their Summer Camp.

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

Opposed: Malinowski

The vote was in favor.

POINT OF PERSONAL PRIVILEGE – Mr. Manning stated maybe this is something A&F Committee can do. The way the Budget Committee got established was, we would have discussions like this. Great discussions about a way to go through and figure out all these little pots of money for the CVB, and put it all in here because they are Special Promotions. There are only 2 things that have made that category. It never happened, but the attempt was for that committee to meet before the August recess, while it was still fresh in everybody's mind. What happens is, we get here and we do not remember what we talked about last year, and more than likely, we are going to be here again next

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year, and we will never have gotten this addressed. Most organizations, when they have something really big, they do an after action meeting and they talk about what were lessons learned; what will we do different next time, but they do not have the after action meeting in the middle of the event next year.

- 13. Hospitality Tax (Approval of SERCO – Tier 3 – funding level; \$67,895)** – This item was incorporated in the previous motion.
- 14. Approval of Gateway Pocket Park/Blight Removal Project (\$250,000)** – Mr. Manning stated this goes back to the earlier question about the Renaissance. He thinks this blight removal is part of Renaissance. We have funded it for the past 2 years, and last Fall there was a motion about moving forward with this. He does not know if any monies have been spent, but he is favorable for us to move ahead with this.

Mr. Hayes stated Council approved a pot of money for this during the last Biennium, but none of those funds were expended in FY19.

Mr. Manning, moved, seconded by Ms. Dickerson, to approve \$250,000 for the Gateway Pocket Park/Blight Removal Project.

Mr. Manning requested staff to research the prior action(s) on this matter.

Ms. Dickerson suggested tracking the motions that are made, so they know the status of them.

Mr. Jackson suggested adding a column to the document that will allow staff to track the motions throughout the year.

Ms. Myers requested a friendly amendment that requires, within 60 days of the approval of the budget, that staff bring Council back a plan to mobilize the funds and immediately begin to remediate blight across the County.

Mr. Hayes requested clarification on Mr. Jackson’s suggestion for tracking the motions.

Mr. Jackson stated he was trying to simplify it for staff, so as we go through the budget motions, as each item is voted on it is notated the action that was taken.

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

Present but Not Voting: McBride

The vote in favor was unanimous.

- 15. Approval of Historical Corridor funding level (\$372,715)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$372,715 for the Historical Corridor, and that within 60 days of the approval of the budget, that staff bring Council back a plan to mobilize the funds.

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

Present but Not Voting: McBride

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The vote in favor was unanimous.

16. Hospitality Tax (Approval of Famously Hot New Year – Tier 3 – funding level; \$75,000) – This item was incorporated into the motion on Item #12.

17. Hospitality Tax (Approval of Councilmember H-Tax allocations funding level; \$1,813,350) – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$1,813,350 for the Councilmember H-Tax allocations.

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

Opposed: Malinowski

Present but Not Voting: Newton

The vote was in favor.

18. Hospitality Tax (Approval of Conservation Commission funding level) – Mr. Manning moved, seconded by Ms. Dickerson, to approve the Conservation Commission funding level.

Mr. Jackson stated he noted the Conservation Commission has not asked for the \$75,000 that we previously gave them for Pinewood Lake, and there was such a controversy over the administration of. Nor is there any allocation for the Pinewood Lake Property.

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

Opposed: Malinowski

Present but Not Voting: Newton

The vote was in favor.

19. Hospitality Tax (Approval of Reserve for Future Years/Contingency funding level; \$150,000) – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$150,000 in contingency reserve funding.

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

Opposed: Malinowski

Present but Not Voting: Newton

The vote was in favor.

20. Hospitality Tax (Approval of Transfers Out funding level/Cost Allocation; \$4,485,000) – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$4,485,000 for the Transfer Out/Cost Allocations.

Mr. Hayes stated there are 2 parts to this. One part is cost allocation that goes to the General Fund, and the other part is transferred to the Debt Service Fund to repay the 2013 Refunding Bond.

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Ms. Hamm stated the 2013 Refunding Bond that refunded 2007A and 2007B Hospitality Bonds, which were used to purchase the Farmer’s Market, \$9 Million for Recreation land, and other land purchases. Some were repaid, and the rest was refunded.

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

Opposed: Malinowski

Present but Not Voting: Newton

The vote was in favor.

- 21. Hospitality Tax (Move to rollover remaining unallocated funds from H-Tax District 8; \$9,000) [MANNING]** – Mr. Jackson moved, seconded by Ms. Dickerson, to rollover remaining unallocated fund from H-Tax for all Council districts.

Ms. Myers stated, for clarification, this would also apply to all funds that were not claimed. If you have notified an agency, and they have not spent it, we are rolling those funds over as well.

Mr. Hayes stated Mr. Manning’s motion was for Council’s unallocated H-Tax funding. Council can amend it to say that any funds that are left over from a group that did not spend it, like was done in FY18.

Ms. Myers requested a friendly amendment to include funds that were allocated, but unspent, so they can be reallocated.

Ms. Newton stated, for clarification, that what we are referring to is rolling over either unused and unallocated or allocated and unclaimed discretionary H-Tax dollars.

Mr. Hayes responded in the affirmative.

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

The vote in favor was unanimous.

- 22. Community Conservation Grants (RCCC Community Conservation Grants; \$80,000)** – Mr. Manning moved, seconded by Ms. Kennedy, to approve \$80,000 for the RCCC Community Conservation Grants.

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

The vote in favor was unanimous.

- 23. Historic Grants (RCCC Recommended Historic Preservation Grants; \$170,000)** – Mr. Manning moved, seconded Ms. Kennedy, to approve \$170,000 for the RCCC Historic Preservation Grants.

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

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The vote in favor was unanimous.

- 24. *Neighborhood Redevelopment Grants (Neighborhood Improvement Matching Grants Committee; \$55,184)*** – Mr. Manning moved, seconded by Ms. McBride, to approve \$55,184 for the Neighborhood Improvement Matching Grants. In addition, to approve the funding for the following neighborhood associations that made it far enough to get in the book, and on the page, but did not have everything exactly right in their application: \$1,500 – Atlas Road Community Organization; \$1,500 – Denny Terrace; \$1,492.48 – Folkstone Community Association; \$1,497.83 – Greater Woodfield Community Association; and \$1,500 – Washington Park Association. The County will receive all required grant application information for the organization, prior to disbursement of the funds.

Mr. Malinowski stated we go through this every year where Council members come up and add items afterward. Regardless of the reason why they did not make it, there is a process to be followed. If they did not qualify through the process, then what reward or benefit is there to all of those that did follow the process and qualify.

Ms. Newton inquired what the financial implication be if Mr. Manning’s motion were passed.

Mr. Hayes stated it would pull from funds that have not been allocated, but would not increase the budget.

Ms. Newton inquired if there are funds available because enough people apply for them.

Mr. Hayes stated, he was told, prior to Ms. Hamm and himself coming on board, the Neighborhood staff were not told how much money was available.

Ms. Terracio stated, she assumes, if these neighborhood associations are awarded these funds that they will proceed with doing everything they need to do to qualify for the funds before the funds are transferred.

Mr. Manning stated that is a part of the motion, and he hopes that staff would follow the motion.

Mr. Livingston inquired if these neighborhoods submitted applications.

Mr. Voignier stated the neighborhoods did submit applications, but they were missing some documentation. Staff will ensure that they provide whatever documentation needed.

In Favor: Terracio, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Opposed: Malinowski

Present but Not Voting: Jackson

The vote was in favor.

- 25. *Neighborhood Redevelopment Grants (I move that the following neighborhoods be funded as reflected by the requested amounts printed in the Budget Book for FY20 Neighborhood Improvement Matching Grants with the understanding that the County receives all required grant application information: Atlas Road Community Organization - \$1,500; Denny Terrace - \$1,500; Folkstone Community Association - \$1,492.48; Greater Woodfield Community Association -***

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\$1,497.83; and Washington Park Association - \$1,500) [MANNING] – This item was incorporated into the previous motion.

Mr. Hayes stated there were 3 organizations that were a part of LumpSum Appropriations, in different funds, that he wanted to be sure was on the record. Keep the Midlands Beautiful and the Congaree Riverkeeper were already discussed, but the Chamber of Commerce BRAC, which is funded in Non-Department, for \$53,000 was not discussed. The funding was approved in the General Fund, but he wanted to make sure Council was aware.

Ms. Myers moved, seconded by Mr. Manning, to approve \$53,000 for the Chamber of Commerce – BRAC.

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

Present but Not Voting: McBride

The vote in favor was unanimous.

GENERAL FUND

POINT OF PERSONAL PRIVILEGE – Mr. Manning inquired as to what time the meeting was called to order.

Mr. Livingston stated it was called to order at 3:00 PM.

Mr. Manning stated he was in receipt of Council Memo 5-2, dated today, May 23, 2019, sent at 3:04 PM regarding the Biennial Budget II – General Fund and Conservative Projections, which was sent to Elected and Appointed Officials. He expressed concern, that after we initiate this meeting, that we are receiving a Council Memorandum and that Elected and Appointed Officials are receiving are receiving this same communication, after we have called to order the 2nd Reading of the Budget.

26. County Departments (Approve as presented in budget work sessions; FY20 - \$172,670,127; FY1 - \$176,268,522) – Ms. Dickerson moved, seconded by Ms. Terracio, to fund Council Services at \$811,406,000.

Mr. Jackson stated he is struggling, after last week’s meeting, when we got the information regarding some other issues with fund balance. His challenge is, there is a requested amount, in almost every case, that is greater than the Administration’s recommendation. The question is, is Administration’s recommendation based upon a balanced budget.

Mr. Hayes stated Council typically votes the General Fund as a total, and not each department. To answer Mr. Jackson’s question, the recommendation is based off what the General Fund would be able to support. As he mentioned during the work session, because we were facing some challenges, and we tried to make employee compensation an issue, we were not able to entertain any additional operating requests. No department suffered an operating loss. In most cases, you will find that department’s personnel budget increased to account for making the budget whole, from a personnel standpoint. Council can certainly make motions to increase a department’s budget, but the line item total is for the General Fund, as a whole.

Mr. Jackson made a substitute motion, seconded by Ms. Newton, to fund the County Departments at \$172,670,127.

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Mr. Walker requested a friendly amendment to the motion, to allow the Sheriff to rollover unused FY19 funding to FY 20 and FY21, to cover additional expenditures, so long as it does not represent a staffing increase.

Mr. Jackson accepted Mr. Walker's friendly amendment.

Ms. Myers stated, at the last meeting, she asked questions about the fund balance. The information was provided, as requested. She noticed in the General Fund Fund Balance, assuming that we adopt, for this year, Council's recommendation, for where the fund balance should be (i.e. 35%), that would put us at \$49 million. We are over that by a reasonable amount of \$3 million.

Ms. Hamm stated the General Fund Fund Balance is projected to be approximately \$45 million. The target is 25%, which equates to approximately \$39 million.

Ms. Myers stated we have, in many of the departments, as well, fund balance that almost equal the department's request for the next year.

Ms. Hamm stated all of the Special Revenue Funds have fund balance.

Ms. Myers stated she is support of the Administrator's recommendation, but she would add a caveat that, for the funds where the fund balance itself is more than the recommended balance, that those funds be mobilized for what they were taken for.

Mr. Hayes stated, during the first budget work session, we were facing a roughly \$4.3 million deficit. They went back and adjusted the revenue projections where they felt comfortable enough, because of some non-tax-based revenue growth, to increase the base revenue projection by a \$1 million, which left a \$3.3 million shortfall in FY20 and FY21. They worked with the Finance Director, and she provided what we felt would be available in fund balance, over and above the 25%, to balance the budget. They are using some additional fund balance dollars to balance the budget.

Ms. Myers inquired as to what will be remaining, after we balance the budget, and set aside the percentage approved by Council.

Mr. Hayes stated it would be roughly \$1.5 million.

Ms. Myers stated the reason she is asking this on the record is that this is all the public's money, and the public should know what the numbers are, just like Council knows.

Ms. Hamm stated they will not know the precise number until the books are closed.

Ms. Myers inquired about how closely we are tracking it.

Mr. Hayes stated, if we are currently \$5 million above the 25%...

Ms. Myers stated she would suggest that amount be mobilized to reduce the actual cost that we are asking taxpayers to contribute in the tax year. So, if there is a way to begin to look at the millage coming down, that we can do that. She would suggest that that number be factored in as an active part of next year's budget, and not just held in fund balance.

Mr. Hayes stated, of the \$5 million, they are using \$3.5 million to balance the budget, but if we can use more...

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Ms. Myers stated, not to balance budget, but to put into the ask that we are making of taxpayers. What she is saying is, if there is money left after we have put aside our fund balance, and we have cleared what this Council has approved to hold, of taxpayer money, for a rainy day, that that money not be held, but be put back in the budget to reduce what taxpayers are being asked to contribute in the next tax year.

Mr. Hayes stated, any amount that is remaining after they cover the \$3.5 million deficit, they can use to draw down the millage rate.

Ms. Dickerson inquired, if Council Services needs the additional funds to make up the \$811 million, how would we go back and address that.

Mr. Hayes stated you could make a motion if you wanted to adjust the total.

Ms. McBride stated, for clarification, the Sheriff requested the rollover funds, but no other agency has requested it.

Dr. Thompson responded in the affirmative.

Mr. Manning inquired, for clarification, if this for the total General Fund or the General Fund for County Departments.

Mr. Hayes stated it would be for every aspect of the County's General Fund. There is an additional layer, on the next line item, that addresses the rest of the General Fund budget. When they say "County Departments" they are referring to every line item that is funded in the General Fund.

Mr. Manning stated he will vote "No" on that because that is going to cover a lot of your budget book.

Mr. Hayes stated it is just General Fund, not Special Revenue or Enterprise Funds. He stated, if you look at pp.50-53, it lists every County Department.

Mr. Manning stated the motion will also cover pp.10-13; 15-16; 18; and 48.

Mr. Jackson restated the motion, as follows: to approve the General Fund for those items listed on pp. 50-53.

Ms. Myers stated the document Mr. Hayes provided has a section called "General Fund" and that is the section he is referring to.

Mr. Hayes stated the General Fund has 2 components. It has the expenditures of the General Fund, which is the \$172.6 million for FY20 and \$176 million for FY21. Then, there is the funds that supports other departments/funds.

Mr. Jackson stated he does not remember when we did the Biennial budget before that we went through line item, and talked about the Central Garage and Animal Care. His intent was to take all of those categories, and approve the recommendation of the Administration, not based upon requests, which would exceed the budget, but based upon their ability to balance the budget.

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Ms. Newton inquired about the relationship between the motion that Mr. Jackson made, which is for pp. 50 – 53 of the PowerPoint handout, and the handout. Does approving Mr. Jackson’s motion approve the things on the motions list.

Mr. Hayes stated, if you look at p. 2 of the motions list, it says, “Approve as presented in Budget Work Sessions.” Every department in the General Fund total comes back to \$172.6 million.

Mr. Manning stated, for clarification, that is just one line in the motions list, but at the top of p. 53 it has LumpSum Agencies, which he would not think is not a County department.

Mr. Hayes stated the funds that are appropriated are in the General Fund. In that case, it would just be the dollar amounts. You could change the groups that are funded, but the funds that Council approves are situated in the General Fund.

Mr. Manning stated all of the lines in yellow, and the FY20 requested, we were given on p. 73, has a figure of \$1.8 million. The number on p. 53, of the PowerPoint, has \$3.447 million, so he assumes that covers all the LumpSum Agencies requests, plus all that is in yellow.

Mr. Hayes responded anything in yellow is a Council motion. What the motion does is approve the dollar amount available, based on what has been budgeted to fund the General Fund LumpSum appropriation. As you recall during the work session, he told Council there was 3 types of LumpSum appropriations in the General Fund. There is the discretionary committee, which is \$200,000; the C&S Agencies and the discretionary LumpSum groups. What you would be doing, is approving a dollar amount, based on what is in the budget. If you have subsequent motions, you can increase the dollar amounts of the things in yellow. This would just be approving the dollar amount currently set aside for motions.

Mr. Manning stated, then when we went through the yellow, would that override and add to what we are passing on this motion.

Mr. Hayes stated all you are doing is passing a dollar amount that has been set aside to fund the groups. This has nothing to do with funding a specific group(s).

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

Abstain: Manning

The vote in favor was unanimous, with Mr. Manning abstaining from the vote.

27. Transfer Out (Approve as presented in Budget Work Sessions; FY20 - \$8,058,159; FY21 - \$8,058,159) – Mr. Manning moved, seconded by Ms. Dickerson, to fund the Transfers Out in the amount of \$8,058,159.

Mr. Hayes stated he would be happy before 3rd Reading to show you the breakdown of what departments fund that.

Mr. Jackson stated he understands the need to transfer funds out in order to balance the budget. As long as there is money to transfer out it makes sense, but he is not sure that is the most fiscally prudent way to continue to balance the budget. He thinks we need to revisit and rethink the way we do that going forward, and not always depending on the ability to have money to transfer.

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Mr. Hayes thinks there was an effort in funds that were falling short (i.e. Victim's Assistance and Public Defender) to use the General Fund to support them.

Mr. Jackson stated, if he always knew there would be a transfer of fund to cover the shortfall if he ran over, he is not sure his level of accountability and managing his budget would be as high as if he knew he may not be able to be bailed out.

Ms. Newton inquired who is recording these budget questions, so as we look at the process moving forward, we make sure to address those questions.

Mr. Hayes stated his staff always goes back and looks at the video the next day.

Ms. Newton suggested we share those questions as we look at streamlining the budget process for next year.

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

Abstain: Jackson

Present but Not Voting: Myers

The vote in favor was unanimous, with Mr. Jackson abstaining from the vote.

28. Computer Technology Replacement (To allocate Transfer In to Technology Fund; FY20 - \$350,000; FY21 - \$350,000) – This item was a part of the "Transfer Out" line item.

Mr. Hayes stated, during Biennium Budget I, we undertook the leasing of computers. Employee computers are replaced every 3 years, so we have a special fund set aside to do that. The funds are transferred from the General Fund to the Computer Technology Replacement Fund. There is also a Vehicle Replacement Fund. Both of the funds were approved at the beginning of Biennium Budget I.

29. Vehicle Replacement (Allocate Transfer In to Vehicle Replacement Fund; FY20 - \$500,000; FY21 - \$500,000) – This item was a part of the "Transfer Out" line item.

Ms. Myers inquired as to which vehicles are being replaced, and are we talking about replacing all of the cars that on the rooftop in the garage.

Dr. Thompson requested to allow Fleet Management to provide their report to Council at the 3rd Reading of the Budget.

Ms. Kennedy inquired if the vehicle replacement policy been established or are we handing out cars when people request them.

Dr. Thompson stated, the conversations he has had with Fleet Management, if a vehicle has so many miles on it, we have to decide if we are going to continue to invest in those vehicles or replace them.

30. Discretionary Grant (Approve total of \$200,000 in discretionary grant committee recommendations \$146,000 in new recommendations, and \$54,000 in multi-year grants approved in prior years)

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31. Contractual & Statutory Grant – Central Midlands COG, City Center Partnership, LRADAC (Approve as presented in Budget Work Sessions; \$825,392)

32. LumpSum Allocations (Base amount approved FY19; \$2,083,668) – Mr. Manning moved, seconded by Ms. Terracio, to approve the LumpSum Allocations at the FY20 requested amount of \$1,802,979; plus the \$130,063 for the United Way of the Midlands and \$20,000 for the Harriett Hancock Center, as reflected on the original motions list. The total amount of \$1,953,042 is under the \$2,083,668 base amount. He noted that this would be for both years of the Biennium, with the exception that the \$20,000 for the Harriet Hancock is only for the FY20 portion of the Biennium II Budget. The motion would leave approximately \$60,000 available.

Ms. Dickerson stated the COC Military Affairs numbers seem to be off. She stated last year they received \$4,450 and they are requesting \$45,540 for FY20.

Mr. Hayes stated Council approved the organization to receive \$4,450 in FY19.

Mr. Manning stated he would be happy to accept a friendly amendment from Ms. Dickerson, if she would like to lower the amount.

Ms. Dickerson responded that she did want to lower the amount to \$5,000.

Mr. Livingston inquired, for clarification, if that amount was already included in the budget.

Mr. Hayes stated Mr. Manning's motion is for less than what has been appropriated to fund LumpSum appropriations. The base amount available to fund LumpSum appropriations is \$2,083,668. Obviously, through motions, can increase that amount.

Ms. McBride stated she supports the agencies that Mr. Manning mentioned, but she has several motions that are LumpSum and she feels like they are being left out. She does not want to select 2, when there are 7 – 8 agencies.

Mr. Manning stated he would be fine with Ms. McBride offering a friendly amendment. After Ms. Dickerson's friendly amendment, there is about \$100,000 available, that is still under the base. Then, Council can go above the base, as they did last year, with the \$1.5 million available in the General Fund.

Ms. McBride requested to include the LumpSum allocations of \$50,000 for CityLight Community Development Corporation; \$10,000 for Greenview Swim Team; \$25,000 for Wiley Kennedy Foundation; \$150,000 to establish a Richland County Development Work Force Development and Outreach Program; and \$35,000 for the Randolph Cemetery.

Mr. Manning stated he accepted Ms. McBride's friendly amendment, but he believes we need to add the caveat that the difference between the base, that we have already approved, will come out of the General Fund.

Ms. Dickerson stated, if any adjustments need to be made, they can be done on 3rd Reading.

Mr. Malinowski stated the majority of the motions he sees highlighted seem like they should be motions that are sent to one of our committees for vetting to get staff input. He has no idea what the "Resilient Richland Initiative" is that is supposed to take place at the Jackson Creek Elementary School. Its possible school funds should be covering something like that. There is work to be done at

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the Harriett Hancock Center. He does not know if this a private or public place. Out of the percentages given, only 45% of the people attending the location are from Richland County. He inquired if anyone has inquired if the other municipalities are willing to assist. It seems to him, if Council members would have asked staff that funding could be coming from CDBG or Neighborhood Redevelopment funds, rather than the General Fund. He does not see that these motions, and projects we are asking funds for, have been fully vetted to find out if it is something that we should be taking from the General Fund, or there is some other funding area to get it from. He inquired if the \$9,375 the Randolph Cemetery is receiving from Hospitality Tax was taken into consideration when the motion was made, and is that a private cemetery.

Mr. Jackson stated he thought we were going to get a composite list to show where every source of funding was coming from, so we could answer the question Mr. Malinowski just raised. At the last meeting, it was stated there were agencies/groups that get different pots of money, and we do not have a handle on that. So, maybe someone submitted a motion to request some funding for Randolph Cemetery without knowing all of the available funding. He thinks that is a critical missing piece, that was requested.

Mr. Hayes stated that information was provided a couple weeks ago, in a companion document, but we would be happy to provide it again.

On the friendly amendment that was made, with regard to the Military Affairs funding, which they use to do BRAC, Ms. Myers inquired if we know which number is correct.

Mr. Hayes stated they receive funding in another fund for BRAC.

Ms. Myers withdrew her question.

Mr. Malinowski inquired if the County will receive any type of budget for these entities.

Mr. Hayes stated the entities applications had what they intended to use the funding for.

In Favor: Terracio, Kennedy, Dickerson, Livingston and McBride

Opposed: Malinowski and Walker

Abstain: Jackson, Newton, Myers and Manning

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

33. LumpSum (Allocate \$130,063 to the United Way of the Midlands to partially fund a Resiliency Team pilot program at Jackson Creek Elementary School as part of the Resilient Richland initiative. This funding is for both years of the Biennium II. The funding is to be designated as a Lump Sum Outside Agency Appropriation; FY20 - \$130,063; FY21 - \$130,063) – This item was incorporated in the previous motion

34. LumpSum (I move to approve a request from the Harriet Hancock Center in the amount of \$20,000 to assist the Center in upgrading their aging electrical systems and rebuilding the property's retaining wall. The Harriet Hancock Center serves on average 2,500 persons in the LGBTQ+ community each year. Approximately 35% of these persons are from the City of Columbia, 45% are from the greater Richland County area, and 20% are from out of County; \$20,000) [TERRACIO] – This item was incorporated in the previous motion.

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35. **LumpSum (Allocate \$50,000 to CityLight Community Development Corporation to pilot a summer educational, cultural and empowerment experience for youth residing at North Point Estate [also known as Bethel Bishop]. North Point Estate has more violent crime than any other block in Columbia/Richland County [State Newspaper/August 2018]; \$50,000) [McBRIDE]** – This item was incorporated in the previous motion.
36. **LumpSum (Allocate \$10,000 to Greenview Swim Team to offer free swimming lessons to youth from low income families throughout Richland County during summer months and on weekends during school year where feasible with indoor swimming pools. Swimming accommodations will be coordinated with both Richland County and the City of Columbia Parks and Recreation program. Program cost includes assistance for special transportation for students not living in walking distance and have no means of transportation to swimming lesson; \$10,000) [McBRIDE]** – This item was incorporated in the previous motion.
37. **LumpSum (Allocate \$25,000 for the Wiley Kennedy Foundation to provide and expand services to underserved residents, youth and senior citizens residing in zip code 29203. The foundation has an excellent reputation in the community works to address needs of community through: feeding the homeless, providing food packages to sustain children from low income families for the weekend, health programs, summer enrichment activities for youth, programs for senior citizens and other community engagement activities; \$25,000) [McBRIDE]** – This item was incorporated in the previous motion
38. **LumpSum (Allocate \$150,000 to establish a Richland County Work Force Development and Outreach Program that will address employment and training opportunities and outreach for citizens from disadvantaged and underserved communities in Richland County; and to establish a Richland County Summer Youth Employment and Leadership training program. This program can be funded in-house or can be outsourced in collaboration with Midland Tech or another entity; \$150,000) [McBRIDE]** – This item was incorporated in the previous motion.
39. **LumpSum (I move to provide \$35,000 for Randolph Cemetery for needed repairs, including grave fill in, brick border repairs, road maintenance (inside the cemetery), and long grass cutting. Randolph Cemetery was created in 1871 by a committee of African-American men in honor of Benjamin Randolph, a senator who was assassinated in 1868 and contains at least 13 Reconstruction-era African-American legislators; \$35,000) [TERRACIO]** – This item was incorporated in the previous motion.

SPECIAL REVENUE FUNDS

40. **Victim's Rights (Allocate funding to approve Victims Assistance Budget; FY20 - \$921,021; FY21 - \$931,021)** – Mr. Hayes noted the revenue sources are less than what the expenditures are. The total revenue is \$921,021; but the expenditures is estimated to be \$1,209,964. The total funds that need to be transferred from the General Fund is \$686,021.

Ms. Myers stated, for clarification, Victim's Assistance is managed out of the Solicitor's Office, Sheriff's Department and the Detention Center.

Mr. Hayes stated Victim's Assistance is a part of 4 departments: Solicitor's Office, Sheriff's Department, Detention Center and Court Administration.

Ms. Myers stated it consistently runs at a deficit, correct.

Mr. Hayes responded in the affirmative.

Ms. Myers inquired if those 4 departments harmonizing the budget. If it is consistently running at a deficit, we need to figure out why and try to get it to the point where it is not run that way. She is not disagreeing that they need more money, but it should not be every year that we are looking at a deficit balance and figuring out where the money comes from. We ought to be looking at the budget on the frontend and adequately providing what should be in the budget.

Mr. Hayes stated we have seen a drop in the fees and fines over the last few years; therefore, the revenue has not come in. Subsequently, the General Fund portion that was used to supplement it was not enough because they have not been pulling in enough revenue.

Ms. Myers inquired if we are servicing the same number of people, few people, etc. In other words, is the money is being mobilized in the same way or different ways, and, if we actually need more money or less money, rather than looking at it as a LumpSum that constantly runs at a deficit.

Mr. Hayes stated he would have to have each department to speak specifically to this because he does not have all that information. The only thing he can concretely tell Council is that the last couple years they have suffered a loss in revenue, which has mitigated the impact of the transfer in to the General Fund not being enough.

Ms. Newton inquired if the departments had to submit that as part of the budget request process, or would this be new information.

Mr. Hayes stated they submitted their budget request with justification for why they wanted an increase in funding. For clarification, this is not to increase their budget, but to make their budget whole. They fall short on their personnel expenditures, so it could be a situation where it was not budgeted correctly, according to position control, or is there some other situation.

Ms. Newton stated she inquiring if this was a justification or analysis they had already provided as a part of the traditional budget request process, or if we would be going back and requesting new information.

Mr. Hayes stated it was a request for new information. It would simply be to find out why they are consistently running above the budgeted expenditures.

Ms. Newton stated, from the perspective of moving forward, if there is a department that consistently running deficits, and pulling money from the General Fund, that we should explore procedures or policies to make sure they make a clear case for why that is happening.

Ms. Dickerson stated she has a serious problem with this, and she need the information that Ms. Myers is requesting. When she came on Council, this was about \$200,000 and now were at \$1 million. She thought, at some point, we were not going to go back into the General Fund to subsidize the Victim's Assistance. She inquired if they receive State funding.

Mr. Hayes stated they did not exceed the cap amount for the transfer in.

Ms. McBride moved, seconded by Ms. Kennedy, to fund Victim's Assistance at \$1,209,964.

In Favor: Kennedy, Livingston and McBride

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Opposed: Malinowski

Abstain: Terracio, Jackson, Newton, Myers and Dickerson

The vote was in favor.

41. Tourism Development (Allocate funding to approve Tourism Development Budget; FY20 - \$1,288,000; FY21 - \$1,293,500) – Ms. Dickerson moved, seconded by Ms. Terracio, to fund Tourism Development at \$1,288,000.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Myers, to recess until after the D&S Committee.

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

Present but Not Voting: Livingston

Council recessed at approximately 5:00 PM and reconvened at approximately 5:24 PM

Ms. Myers moved, seconded by Ms. Dickerson, to reconvene the meeting.

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

Present but Not Voting: Terracio, Newton, Manning and McBride

The vote in favor was unanimous.

42. Temporary Alcohol Permits (Allocate funding to approve Temporary Alcohol Permits Budget; FY20 - \$165,000; FY21 - \$170,000) – Mr. Manning moved, seconded by Mr. Malinowski, to fund the remaining Special Revenue fund items, as the amount reflected on the motions list.

Ms. Myers made a friendly amendment to take up the Road Maintenance Fee item separately.

Mr. Manning accepted the amendment.

In Favor: Terracio, Malinowski, Myers, Manning and Livingston

Present but Not Voting: Dickerson

The vote in favor was unanimous.

43. Emergency Telephone System (To allocate funding to approve ETS Budget; FY20 - \$6,345,314; FY21 - \$6,405.101) – This item was taken up in the previous motion.

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44. **Fire Service (To approve downward adjustment to Fire Services Budget; \$28,193,956; FY21 - \$28,281,245)** – This item was taken up in the previous motion.
45. **Stormwater Management (Allocate funding to approve Stormwater Management Budget; FY20 - \$4,528,787; FY21 - \$4,181,441)** – This item was taken up in the previous motion.
46. **Conservation Commission Fund (Allocate funding to approve Conservation Commission Fund Budget; FY20 - \$977,991; FY21 - \$997,991)** – This item was taken up in the previous motion.
47. **Neighborhood Redevelopment Fund (Allocate funding to approve Neighborhood Redevelopment Fund Budget; FY20 - \$834,003; FY21 - \$854,003)** – This item was taken up in the previous motion.
48. **Hospitality Tax (Allocate funding to approve Hospitality Tax Budget; FY20 - \$9,970,794; FY21 - \$9,970,794)** – This item was taken up in the previous motion.
49. **Accommodations Tax (Allocate funding to approve Accommodation Tax Budget; FY20 - \$560,300; FY21 - \$565,300)** – This item was taken up in the previous motion.
50. **Title IVD – Sheriff’s Fund (Allocate funding to approve Title IVD – Sheriff’s Fund Budget; FY20 – \$51,000; FY21 - \$55,000)** – This item was taken up in the previous motion.
51. **Road Maintenance Fee (Allocate funding to approve Road Maintenance Fee Budget; FY20 - \$7,663,934; FY21 - \$6,991,540)** – Ms. Myers stated the current Road Maintenance Fee is \$20.00 per year. It was approved at \$15.00 per year in 1992, and then increased a few years later. Currently, the fund balance is almost equal to the request they are making. In fact, the Road Maintenance Fee fund balance at \$9.8 million exceeds the request. The request for this fiscal year is \$7.6 million and \$6.9 for FY21. She would like to shift the Road Maintenance Fee fund balance to active use, so taxpayers can receive some relief in the Road Maintenance Fee they are paying.

Ms. Myers moved, seconded by Mr. Malinowski, to approve the Road Maintenance Fee budget, but that the budget be compromised of their current fund balance of \$9,803,994; and the difference be made up by Road Maintenance Fee. In addition, to reduce the Road Maintenance Fee back to \$15.00 per year. The overage, and new money collected, be mobilized by the Administrative staff to come up with a mechanism for funding projects, and creating a way to use the fee for bonds, rather than allowing that money to sit and taxpayers being constantly billed.

Mr. Malinowski stated, for clarification, we are going to fund them from the \$9.8 million, which will leave them a fund balance of \$2.2 million, and reduce the fee to \$15.00 per year.

Ms. Myers suggested coupling the fund balance with the new money, and use the funding to create a source from which we could bond road projects.

Mr. Malinowski stated he thinks we need to keep the fund balance until we see what happens with the reduce of the fee to \$15.00.

Ms. Myers stated staff has said there is no real reason for there to be a Road Maintenance Fund Balance. When we got the numbers, she met with staff because it troubled her that the numbers were so big, and we were constantly going back to the taxpayers for new money and not mobilizing the existing money. The response she got was, that in the Road Maintenance Fee, that a fund balance is not a necessary...

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Mr. Hayes stated, for clarification, you would like to keep some funds. Maybe not \$9 million, but you do want to have some funds in case there is a downturn.

Mr. Manning stated he hears complaints all the time. He is asked, "Is the Penny going to do this? Is the Penny going to do that?" And the answer is, that is under road maintenance. He stated we voted to create the RCDOT a couple months ago. If everything is maintained, then we certainly do not need this fund balance. He would like someone to explain to him, so he can explain to the citizens, that their roads are really fine, and we have them all maintained like they need to be maintained, so he is going to give them \$5.00 back. He does not think the citizens are going to be happy to save \$5.00 and the answer be, "We were looking at the budget and we did not have a reason for the fund balance." He would like to know, if we have maintenance that needs to be done, or do we get the PIO Office to tell people to stop complaining because the roads are maintained. He is more interested in a fund balance, but why do we have that fund balance. If it was because we did not have enough Transportation Department, now we have created our RCDOT, so we probably have a department to spend the money down, and get some things done for the citizens. At whatever point, they let us know that they feel like the roads are all nicely maintained, and we are ahead of the game, then we look at saving \$5.00 a year.

Ms. Myers stated, at the last meeting, when this came up, we had come out of a meeting where we were told that Richland County was no longer in the road paving business, and that all the road maintenance fee was being used for sidewalks. We then requested an accounting of how much, over the last 5 years, had come in in road maintenance fees, which is approximately \$42 million. An accounting of what projects had been supported by that funding was also requested. The biggest piece of it was pothole repair. If we repair \$42 million in potholes, she would like to see them. The reason that she put forward that motion was because of what Mr. Manning said about all the complaints. She stated we are sitting on \$10 million, and we are asking for another \$7.5 million. She stated we have yet to receive, which we asked for in that meeting, a plan for what roads have been paved, what roads are going to be paved by the County, and what the dates are.

Mr. Manning stated the first thing he heard Ms. Myers say was, "We are not maintaining roads anymore." He thinks Council needs to make that statement, and not whoever told you. If the County's position is the roads are maintained, and we are not maintaining roads anymore, he thinks Council needs to be the one to tell the people, and vote on that.

Ms. Dickerson stated when it came to her that the County was not in the road business anymore, she was floored. She does not remember us ever changing our road maintenance fee to sidewalk maintenance fee. If we have only been paving and taking care of sidewalks with the funds we took in, she has a serious problem. She does not recall anyone bringing that to Council for us to change the road maintenance fee to sidewalk maintenance. She stated we have roads that are not being paved. She is getting beat up every day about a dirt road or a road that needs to be paved. If we got \$10 million, and they tell her, "You can pave a road for approximately \$700,000 per mile." She stated she cannot continue to go to her communities and tell them that we have \$10 million sitting in a fund balance, and we cannot pave their roads.

Ms. Terracio inquired how the \$20.00 is assessed.

Ms. Myers responded it is assessed through vehicle property tax every year.

Mr. Malinowski stated he heard someone say that the County was no longer going to scrape dirt roads.

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Dr. Thompson stated that is not true.

Mr. Malinowski stated we have all these roads that have been abandoned because of bonds elapsing. We talked about it at the Retreat, and before that. We need to address this issue. Ms. Hegler, when she was here, had 3 buckets of how we could address them, and some approximate dollar amounts. Maybe this where we should use these funds. Bring it back to Council, with some recommendations, and get these things done before they all fall apart and we need millions and millions of dollars to fix them all.

Mr. Manning made a substitute motion, seconded by Ms. Myers, to fund the Road Maintenance Fee in the amount of \$7,663,934 for FY20, and reevaluate the Road Maintenance Fee for FY21.

Mr. Jackson stated, as you know, when the Transportation project rolls in house in October, there is road maintenance in that budget as well. He thinks we will have a much better, and clearer picture, of what the true dollars are going to look like after October.

Ms. Dickerson inquired as to when Public Works decided not to pave roads.

Mr. Ozbek stated, for clarification, there was some misinformation by his staff while he was on vacation in April. Regardless of the Penny, Public Works has maintained, and continues to maintain about 600 miles of paved roads, and 217 miles of dirt road. The Penny fund does not do maintenance, but projects.

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

Abstain: Livingston

Present but Not Voting: McBride

The vote in favor was unanimous with Mr. Livingston abstaining from the vote.

- 52. Public Defender (Allocate funding to approve Public Defender Budget; FY20 - \$4,000,448; FY21 - \$4,000,448)** – This item was taken up with the motion on Item #42.
- 53. Transportation Tax (Allocate funding to approve Transportation Tax Budget; FY20 - \$68,500,000; FY21 - \$69,000,000)** – This item was taken up with the motion on Item #42.
- 54. School Resource Officers (Allocate funding to approve School Resource Officers Budget; FY20 - \$6,148,303; FY21 - \$6,148,303)** – This item was taken up with the motion on Item #42.
- 55. Economic Development (Allocate funding to approve Economic Development Budget; FY20 - \$1,905,000; FY21 - \$2,030,000)** – This item was taken up with the motion on Item #42.

DEBT SERVICE

- 56. General Debt Service (FY20 - \$14,408,304; FY21 - \$13,902,465)** – Mr. Manning moved, seconded by Mr. Livingston, to approve all of the debt service items.

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

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The vote in favor was unanimous.

- 57. **Fire Bonds 2018B - \$1,500,000 (FY20 - \$585,846)** – This item was taken up in the previous item.
- 58. **Hospitality Refund 2013A B/S (FY20 - \$1,486,600; FY21 - \$1,486,400)** – This item was taken up in the previous item.
- 59. **Broad River Sewer 2011A (FY20 - \$2,138,113; FY21 - \$2,135,563)** – This item was taken up in the previous item.
- 60. **East Richland Public Svc Dist (FY20 - \$1,438,560; FY21 - \$1,43,560)** – This item was taken up in the previous item.
- 61. **Recreation Commission Debt Svc (FY20 - \$3,235,525; FY21 - \$3,236,125)** – This item was taken up in the previous item.
- 62. **Riverbanks Zoo Debt Service (FY20 - \$2,640,381; FY21 - \$2,663,381)** – This item was taken up in the previous item.
- 63. **School District 1 Debt Service (FY20 - \$61,026,893; FY21 - \$43,661,505)** – This item was taken up in the previous item.
- 64. **School District 2 Debt Service (FY20 - \$59,777,979; FY21 - \$58,236,629)** – This item was taken up in the previous item.
- 65. **Transportation (FY20 - \$180,250,000)** – This item was taken up in the previous item.

Ms. Myers requested clarification on this item.

Mr. Hayes stated this is to repay the \$175 million BAN, but we do have funds in debt service to offset this.

Ms. Myers inquired if we arbitrated the money, or is \$5 million less in the Transportation budget.

Ms. Hamm stated the prior BAN we had we had enough to cover the payments, and it only cost about \$75,000. This one, we have \$3.6 million that came in as premium toward the \$5 million. We will probably have interest that is going to offset the additional amount interest owed.

ENTERPRISE FUNDS

- 66. **Solid Waste Enterprise Fund (Allocate funding to approve Solid Waste Budget; FY20 - \$35,057,991; FY21 - \$35,057,991)** – Mr. Manning moved, seconded by Ms. Myers, to approve all of the enterprise fund items.

Mr. Hayes stated, as a part of Solid Waste, there is a LumpSum appropriation to the Keep the Midlands Beautiful for \$20,000, which will be included on the updated motions list.

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

The vote in favor was unanimous.

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67. Richland County Utilities (Allocate funding to approve Richland County Utilities Budget; FY20 - \$9,923,142; FY21 - \$9,923,142) – This item was taken up in the previous item.

68. Hamilton-Owens Airport (Allocate funding to approve Airport Budget; FY20 - \$613,896; FY21 - \$579,396) – This item was taken up in the previous item.

CAPITAL IMPROVEMENT PROJECTS (CIP)

Mr. Hayes stated the Capital Improvement Projects are typically not a part of the Budget Ordinance itself, but you approve a dollar amount for the projects. The CIP book details the CIP over the next 10 years. What is before you, is the recommendations for the next Biennium that Administration felt like were important to be funded. Of course, it is up to Council to decide a dollar amount that will be set aside the projects. The CIP is separated into 2 aspects: Utilities and Other CIP Needs.

Ms. Myers stated the CIP plan was done before Council voted to revitalize the Richland Renaissance Program, and that many of these projects might be called into question because of the revitalized plan. She inquired if they are requesting approval of a LumpSum amount. It seems to her that a lot of the money will be redundant.

Mr. Hayes stated, in the Fall 2017, Council voted to do a redirection of some budget funds. Included in that was the initial plan for Richland Renaissance. At the time, there were a lot of projects that were deemed to be done, but were supposed to be caught up into the Renaissance Plan. When the plan went into defer state, those projects were revitalized because Operational Services were piecemealing the building together. Traditionally, Council has not approved the CIP dollar amount. Council has issued bond funding, in the Fall of the year, to go toward certain projects. Obviously, Council can decide on a dollar amount, or those projects that they deem important for the County to move forward with. In speaking with Operational Services, because many of the buildings were piecemealed together, they wanted to put before Council their recommendation on fixing up some of the projects that were not able to be finished before.

Ms. Myers stated we could almost buy a building for the cost of replacing the roof on the Probation, Pardon and Parole building. She inquired if it would be wiser to approve an amount for Capital Improvement Projects, and then select projects throughout the year, or are you clear that these projects are the wisest ways to spend the money.

Dr. Thompson stated he thinks the wisest decision is to approve a LumpSum.

Mr. Jackson stated one of the things that we need to consider is the order in which this occurs. He thinks the dollar amount that is going to be available for CIP should be determined first by Council. Secondly, the requests coming in from the departments, based upon the dollar amount in prioritized order, so that staff is not making the decision for EMS, Sheriff, etc. Thirdly, then it would come back to Council for approval. It seems that is not necessarily the order, and why we are having heartburn with it.

Mr. Malinowski inquired what CAMA stands for.

Mr. Hayes stated he does not know what the acronym stands for, but it is the CAMA System for the Assessor's Office.

Ms. McBride inquired if we had any money allocated or reserved for the Renaissance.

Dr. Thompson responded there is no funding allocated for the Renaissance.

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Mr. Hayes stated he thinks, in one of the Capital Projects, there is some remaining funds. Earlier this year, Council did approve moving some of those funds to fund the Southeast Sewer Project and the GIS servers.

Ms. Myers moved, seconded by Ms. Dickerson, to approve the fund amount for Capital Improvement, and to approve projects, as Mr. Jackson has suggested.

Mr. Hayes inquired, for clarification, if this would be for both Utilities and Non-Utility Capital Projects.

Ms. Myers stated it would be for Non-Utility Capital Improvement Projects.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

69. Administration & Health Chiller Replacement (3), Cooling Tower Replacements, & Rooftop ERV Replacements (FY20 - \$2,950,000) – See item above.

70. Probation, Pardon & Parole Roof Replacement (FY20 - \$625,000) – See item above.

71. Coroner's Office Emergency Generator (FY20 - \$205,700) – See item above.

72. Administration & Health Complex Roof Replacement (FY20 - \$2,250,000) – See item above.

73. DSS Warehouse Upfit & Roof Replacement (FY20 - \$3,200,000) – See item above.

74. Detention Center Cooling Tower Replacements (FY20 - \$230,000) – See item above.

75. Township Auditorium LED Lighting Upgrade (FY20 - \$225,000) – See item above.

76. Township Auditorium Boiler Replacement (FY20 - \$200,000) – See item above.

77. Sheriff's Headquarters IT Server Room HVAC Replacement (FY21 - \$60,000) – See item above.

78. Sheriff's Headquarters IT Room Flooring Replacement (FY21 - \$67,000) – See item above.

79. Judicial Center Rooftop HVAC Unit Replacement (FY21 - \$250,000) – See item above.

80. DSS Parking Lot Resurfacing (FY21 - \$1,300,000) – See item above.

81. Laurens St. Garage Rejuvenation Project –Phase 5 (FY21 - \$180,000) – See item above.

82. Central Services Upgrade Printing Process to Digital (FY21 - \$350,000) – See item above.

83. Administration Building Electrical/Generator Upgrade (FY21 - \$495,000) – See item above.

84. EMS Headquarters Chiller Replacement (FY21 - \$255,000) – See item above.

85. Public Works Complex Multiple Roof Replacements (\$900,000) – See item above.

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86. *Sheriff's Headquarters Emergency Generator Replacement (\$195,000)* – See item above.
87. *Sheriff's Headquarters Electrical/Switchgear Replacement (\$750,000)* – See item above.
88. *Pineview Public Safety HVAC Replacements (\$145,000)* – See item above.
89. *New Magistrate Facilities (FY20 - \$3,359,434; FY21 - \$3,359,434)* – See item above.
90. *RCSD Vehicles (FY20 - \$2,500,000; FY21 - \$2,500,000)* – See item above.
91. *In-Car Cameras (FY20 - \$354,000; FY21 - \$354,000)* – See item above.
92. *Mobile Data Terminals (MDTs) (FY20-\$258,000; FY21 - \$258,000)* – See item above.
93. *Body- Worn Cameras (FY20 - \$480,000; FY21 - \$480,000)* – See item above.
94. *CAMA System (FY20 - \$1,700,000)* – See item above.
95. *Dickerson: would like to make a motion consider funding for lights to be included in BRRC plan (FY20 - \$240,000 Est.; FY21 - \$240,000 Est.)*
96. *Dickerson: Motion to study the Dutch Fork Magistrate office located on Beatty Road to be included in the Revivification of the county. It is not ADA compliance. Move that County Council would highly consider the blighted Ole Antique Mall for the Dutch Fork Magistrates to be shared with the Sherriff Department (TBD)* – See item above.
97. *Broad River Wastwater Treatment Plant (BRWWTP) (FY20 - \$4,315,000; FY21 - \$2,680,000)* – See item above.
98. *Broad River Sewer Collection System (FY20 - \$4,805,000; FY21 - \$2,520,000)* – See item above.
99. *Lower Richland Sewer Collection System and Treatment Plant (FY20 - \$790,000; FY21 - \$420,000)* – See item above.
100. *South Region Sewer Expansion (FY20 - \$16,409,500)* – See item above.
101. *South Region Water Expansion (FY21 - \$9,450,000)* – See item above.
102. *Northwest Region Sewer Expansion* – See item above.
103. *Northwest Region Water Expansion* – See item above.
104. *North Region Sewer Expansion* – See item above.
105. *North Region Water Expansion* – See item above.
4. **ADJOURNMENT** – The meeting adjourned at approximately 7:27 PM.



Richland County Council

SPECIAL CALLED MEETING
June 10, 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, Sandra Yudice, Kim Williams-Roberts, Larry Smith, Quinton Epps, Portia Easter, Wendy Davis, James Hayes, O’Jetta Bryant, Tyler Kirk, Steven Gaither, Dale Welch, Clayton Voignier, Michael Niermeier, Bryant Davis, Beverly Harris, Marjorie King, Ashley Powell, Ashiya Myers, Nancy Stone-Collum, Janet Claggett and Shahid Khan

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **ADOPTION OF THE AGENDA** – Mr. Manning, moved, seconded by Ms. Kennedy, to add the Budget Ordinance to the agenda.

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

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Kennedy, to adopt the agenda as amended.

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

The vote in favor was unanimous.

3. **THIRD READING**

An Ordinance to raise revenue, make appropriations, and adopt Biennium Budget II (FY 2020 and FY 2021) for Richland County, South Carolina; 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 of the first fiscal year of Biennium Budget II from July 1, 2019 through June 30, 2020 (Fiscal Year 2020)

Millage Agencies

1. ***Richland County Recreation Commission (Recommended: \$15,243,965)*** – Mr. Manning moved, seconded by Ms. Dickerson, to approve Items 1 – 10 on the Motions list at the amounts approved on 2nd Reading.

Ms. McBride stated she needs to know the amounts that were approved on 2nd Reading.

Mr. Hayes stated the amount noted in the 3rd Reading column are the amounts that were approved on 2nd Reading. (i.e. Richland County Recreation Commission - \$15,243,965).

Mr. Manning withdrew his motion.

Ms. Myers moved, seconded by Ms. Terracio, to fund the Richland County Recreation Commission at \$15,243,965.

Ms. McBride inquired how much additional funds were put in at 2nd Reading.

Mr. Hayes stated the amount did not change.

Ms. McBride inquired if it increased from 1st Reading to 2nd Reading.

Mr. Hayes stated what they requested was the millage cap, which is what Council approved at 2nd Reading.

Ms. McBride stated, for clarification, they ordinarily, by law, get 5%, and we gave an additional 7.

Mr. Hayes stated the basic is 5 mills, and last year they got 13.5 mills. We do not have an associated millage with the current budget number.

Ms. McBride stated, for clarification, we have no jurisdiction over how they spend the 5 mills, and if we give additional mills will that give us any jurisdiction over the additional mills. In the future, she wants us to look at how the money is being spent, when we add additional mills.

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

Opposed: Malinowski and Walker

Present but Not Voting: Kennedy and McBride

The vote in favor was unanimous.

2. **Columbia Area Mental Health (Recommended: \$2,196,520)** – Mr. Manning moved, seconded by Ms. McBride, to fund Columbia Area Mental Health at \$2,196,520.

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

The vote in favor was unanimous.

3. **Public Library (Recommended: \$29,391,764; Requested: \$29,952,764)** – Mr. Manning moved, seconded by Ms. Kennedy, to fund the Public Library at \$29,391,764.

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

Opposed: Malinowski and Walker

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The vote was in favor.

4. **Riverbanks Zoo and Gardens (Recommended: \$2,346,566)** – Mr. Manning moved, seconded by Ms. Terracio, to fund the Riverbanks Zoo and Gardens at \$2,346,566.

Mr. Jackson stated he knows that Lexington County reduced their appropriation for Riverbanks Zoo. He inquired, if Dr. Thompson knew the status of the final reduction, and if staff has had a conversation with the zoo officials to determine whether or not the funding requested from Richland County will be sufficient.

Dr. Thompson stated the County's portion is sufficient. He stated, according to the media, Lexington County is moving in the direction of funding the zoo appropriately.

Mr. Jackson inquired if there are any plans to lay any zoo staff off.

Dr. Thompson stated, at this time, he has not been informed of any.

Ms. Myers stated she does not see the millage numbers reflected, as opposed to what was requested.

Mr. Hayes stated the Auditor does not have the associated rate, at this time. They only have budget dollars, not an associated millage.

Ms. Myers stated that makes it difficult for them to determine whether what is being requested will have an impact upward on citizens' taxes.

Mr. Brawley stated because this is a reassessment year, and they have not received any additional information from the Assessor on growth, assessable transfers of interest and new construction, so, at this point, they cannot give you the exact millage. As he stated, at the last meeting, they did a 5-year trend analysis to arrive at the budget dollars being discussed tonight. They will set the millage rate in September/October.

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

The vote in favor was unanimous.

5. **Midlands Technical College – Operating (Recommended: \$6,395,115)** – Mr. Manning moved, seconded by Ms. Kennedy, to fund Midlands Technical College – Operating at \$6,395,115.

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

Opposed: Malinowski and Walker

Abstain: Livingston

The vote was in favor with Mr. Livingston abstaining from the vote.

8. **Midlands Technical College – Capital (Recommended: \$3,423,854)** – Mr. Manning moved, seconded by Ms. Kennedy, to fund Midlands Technical College – Capital at \$3,423,854.

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In Favor: Terracio, Jackson, Myers, Kennedy, Manning, Dickerson and McBride

Opposed: Malinowski and Walker

Abstain: Livingston

The vote was in favor with Mr. Livingston abstaining from the vote.

- 9. School District One (Recommended: \$232,915,525; Requested: \$244,161,524)** – Mr. Manning moved, seconded by Ms. Kennedy, to fund School District One at \$232,915,525.

Mr. Livingston stated last time there was a discussion about the difference between the School District's projection of the millage rate versus the Auditor's projection. He inquired what projection is based on the \$244,161,524.

Mr. Hayes stated that would be the School District's projection. The amount approved at 2nd Reading was the Auditor's amount of \$232,915,525.

Mr. Brawley stated he met with School District I, and the \$244,161,524 is what their needs are. It is not necessarily what the cap will generate for them in revenue.

Mr. Jackson inquired, if we said at 2nd Reading, that once the new numbers were in place, that we would go back and revisit that.

Mr. Brawley responded in the affirmative.

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

Opposed: Malinowski and Walker

The vote was in favor

- 10. School District Two (Recommended: \$158,482,974)** – Mr. Manning moved, seconded by Ms. Kennedy, to fund School District Two at \$158,482,974.

Mr. Jackson stated, as a proud graduate of Richland School District I public schools, a proud parent of 2 children who graduated from School District II public schools, and a proud husband of a teacher who taught for 20 years in School District II schools, he wants to publicly say how much he appreciates the support for public education. Particularly, when we can impact the future, not only of children in K5 – 12, but also beyond in our community technical colleges. This sends a very strong message, not only to the citizens, but also to businesses and industry. He stated more than 90% of the students who are educated are being educated in public schools. He appreciates the work that they do, and even though it is challenging, at times, and they ask for larger dollars than we have to give them. He wants to be able to give them as much money as they need to properly educate the kids, at the level that they need it, that will ensure they are as competitive as other student once they graduate.

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

Opposed: Malinowski and Walker

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The vote was in favor.

GRANTS

- 11. Accommodations Tax (Approval of A-Tax Committee recommendation; \$591,000)** – Mr. Hayes stated the committee approved \$560,000, and with the motion made by Mr. Manning, at 2nd Reading, to use fund balance in the amount of \$31,000, that brings the total to \$591,000 for 3rd Reading.

Mr. Manning moved, seconded by Ms. Dickerson, to approve \$591,000 in Accommodations Tax Funding.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 12. Hospitality Tax (Approval of the funding level for the Ordinance Agencies; \$2,046,186) NOTE: Columbia Museum of Art, Historic Columbia, EdVenture and Township** – Mr. Manning moved, seconded by Ms. Dickerson, to fund the Ordinance Agencies at \$2,046,186.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 13. Hospitality Tax (Approval of H-Tax Committee recommendations; \$500,000)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve the \$50,000 in H-Tax Committee recommendations.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 14. Hospitality Tax (Approval of recommended funding level for Special Promotions Agencies at FY18 level; \$255,091) NOTE: Columbia Metropolitan Convention Center and Visitor's Bureau & Columbia International Festival** – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$255,091 for the Special Promotions Agencies.

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

Opposed: Malinowski and Walker

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Present but Not Voting: Terracio

The vote was in favor.

- 15. Hospitality Tax (Approval of SERCO – Tier 3 – funding level; \$67,895)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$67,895 for SERCO.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 16. Approval of Gateway Pocket Park/Blight Removal Project (\$250,000)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$250,000 for the Gateway Pocket Park/Blight Removal Project.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 17. Approval of Historical Corridor funding level (\$372,715)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$372,715 for the Historical Corridor.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 18. Hospitality Tax (Approval of Famously Hot New Year – Tier 3 – funding level; \$75,000)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$75,000 for Famously Hot New Year.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

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19. Hospitality Tax (Approval of Councilmember H-Tax allocations funding level; \$1,813,350) – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$1,813,350 for the Councilmember H-Tax allocations.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

20. Hospitality Tax (Approval of Conservation Commission funding level) – Mr. Manning moved, seconded by Ms. Dickerson, to approve the Conservation Commission funding level.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

21. Hospitality Tax (Approval of Reserve for Future Years/Contingency funding level; \$150,000) – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$150,000 in contingency reserve funding.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

22. Hospitality Tax (Approval of Transfers Out funding level/Cost Allocation; \$4,485,000) – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$4,485,000 for the Transfer Out/Cost Allocations.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

23. Hospitality Tax (Move to rollover remaining unallocated funds from H-Tax District 8; \$9,000) [MANNING] – Mr. Manning moved, seconded by Ms. Dickerson, to rollover all remaining unallocated funds for each Council member, as well as, any unexpended grantee funds.

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

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Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 24. Hospitality Tax – District 8: Columbia City Ballet (\$37,000); Columbia Classic Ballet (\$37,000); Columbia International Festival (\$37,000); Historic Columbia (\$12,500); Columbia Metropolitan Convention Center & Visitors Bureau (\$10,000); Columbia Regional Sports Council (\$5,000); SC Philharmonic (\$5,000); Town of Eastover (\$2,500); 701 Center for Contemp Art (\$2,000); Pink & Green Community Serv. Foundation (\$2,000)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve District 8’s Hospitality Tax allocations.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 25. Hospitality Tax – District 2: Blueberry/River Foundation (\$10,000); Columbia City Ballet (\$5,000); Columbia Classic Ballet (\$5,000); Capital City Lake Murray (\$20,000); Midlands Tech Harbison (\$5,000); Friends of Harbison Park (\$5,000); Palmetto Classic (\$10,000); Blythewood Historic Society (\$5,5000)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve District 2’s Hospitality Tax allocations.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 26. Community Conservation Grants (RCCC Community Conservation Grants; \$80,000)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$80,000 for the RCCC Community Conservation Grants.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 27. Historic Grants (RCCC Recommended Historic Preservation Grants; \$170,000)** – Mr. Manning moved, seconded Ms. Dickerson, to approve \$170,000 for the RCCC Historic Preservation Grants.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 28. Neighborhood Redevelopment Grants (Neighborhood Improvement Matching Grants Committee; \$55,184)** – Mr. Manning moved, seconded by Ms. Dickerson, to approve \$55,184 for the Neighborhood Improvement Matching Grants.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 29. Neighborhood Redevelopment Grants (I move that the following neighborhoods be funded as reflected by the requested amounts printed in the Budget Book for FY20 Neighborhood Improvement Matching Grants with the understanding that the County receives all required grant application information: Atlas Road Community Organization - \$1,500; Denny Terrace - \$1,500; Folkstone Community Association - \$1,492.48; Greater Woodfield Community Association - \$1,497.83; and Washington Park Association - \$1,500) [MANNING]** – Mr. Manning moved, seconded by Ms. Dickerson, to approve funding for the following neighborhoods: Atlas Road Community Organization - \$1,500; Denny Terrace - \$1,500; Folkstone Community Association - \$1,492.48; Greater Woodfield Community Association - \$1,497.83; and Washington Park Association - \$1,500.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 30. Special Revenue: (Approve grants departments are applying for)** – Mr. Hayes stated the net impact of this item is \$700,000 in matching grants, which is typically held in the Non-Departmental fund.

Mr. Manning moved, Ms. Dickerson, to approve the matching funds for the grants the departments are applying for.

Ms. Newton stated, for clarification, the funds would come out of the Non-Departmental budget, and there are sufficient funds to cover that amount.

Mr. Hayes stated we do not generally receive all of the grants, but we have the flexibility to make adjustments within Non-Departmental, if necessary.

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Ms. Myers inquired if staff has identified those grants where positions are attached, and the agencies would expect us to pick up the positions in the future.

Ms. King stated, in the budget book, starting on p. 97, it has each individual grant broke out with the financial impact to the County, once the grant has ended, if there is any, and if pick up of any positions would be required. There is (1) new position, if the grant is awarded.

Ms. Myers stated, once the grant funding is gone, she wants to ensure what the fiscal impact is going to be for the positions that remain, without grant funding.

Ms. King stated there are total of (8) positions, which would equate to approximately \$500,000. She stated this year there are 23 – 27 potential grant pick-ups, which totals \$1,447,155.

Ms. Myers stated, if all these grants are awarded, and all 23 – 27 people join Richland County, once the funding evaporated, we are talking about \$1.5 million in additional funding for the budget each year. Do we know, of those positions, how many of them are the departments planning to keep, and how many are budget positions that will evaporate after the grant is over? She stated we are enlarging the departmental budget, by this amount, and we need to acknowledge that in this budget cycle.

Mr. Hayes stated the potential impact, once this grant funds are eliminated, is what Ms. Myers is speaking to.

Ms. Myers stated we are binding a subsequent Council to this number of headcount, and she wants to be clear that is what we are doing. Essentially, we are granting FTEs to these departments.

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

Opposed: Malinowski, Jackson, Newton, Myers and Walker

Abstain: Kennedy

The motion failed.

Mr. Jackson moved, seconded by Ms. Myers, to approve the applications for the department grants, with the understanding that no positions will be determined to be picked up, once the grant expires, without the approval of Council.

Ms. McBride applauded the efforts of the County to secure funds. The County has so many needs, and without these grant funds, we would not be able to meet them. She understands the concerns of her colleagues, but she does not want that to be an issue, or a reason the County thinks we do not need to apply for grants. It is the understanding, if we want to fund these positions, as County positions, then it will come back to Council. Some of these positions are very important, and the County cannot afford to provide those services.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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GENERAL FUND

- 31. County Departments (Approve as presented in budget work sessions; FY20 - \$172,670,127)** – Mr. Manning moved, seconded by Mr. Jackson, to approve the items that were approved at 2nd Reading, and then take up the motions that have come in since 2nd Reading.

Ms. Newton requested clarification on which items they are approving.

Mr. Hayes stated Items 31, 32, 33, 35 – 42 were approved at 2nd Reading.

Ms. Newton stated, for clarification, the motion on the floor is that we look at those items that were approved at 2nd Reading, and then look at the new motions. She inquired, hypothetically, if all of these motions were approved, would there be enough funds in the General Fund, or what would be the impact.

Mr. Hayes stated, if everything were approved in that section, we would be over budget by \$604,000. The only impact to the budget, at 2nd Reading, was approximately \$100,000. Subsequent motions have increased that total.

Mr. Malinowski inquired as to which items were the Administrator's initial recommended amounts.

Mr. Hayes stated that would be Items 31 and 32.

Mr. Walker stated it is a terrible policy for us to tax our constituents, and turn around and make donations to charitable organizations using their funds. It thinks that is a right to be held at the constituent, individual level. They can choose how to spend their money better than we can.

Ms. Myers requested Mr. Hayes to explain what he means by, "in the negative." Technically, that is not an accurate statement.

Mr. Hayes stated it will be over what we have the ability to do, in terms of what is available. Council voted to keep the fund balance total within 25%. There will be approximately \$5 million that would be available, and still stay within that percentage. We used \$3.4 million to balance the budget, to offset the previous budget deficit, which left \$1.7 million. As he mentioned, during 2nd Reading, we used \$100,000, which left \$1.6 million. The motions that came in, against that, were approximately \$600,000 more than the \$1.6 million.

Ms. Myers inquired if that included the dollar amount that staff has identified as needing to be made as transfers into departments where their budgets have been overspent. Staff has already made the decision to allocate those amounts, some of which would impact what they are thinking are allocable amounts.

Mr. Hayes stated they did have to go back and make budgets whole, that did had deficits. That is a part of the Administrator's recommended budget. We had to increase personnel dollars to cover those deficits.

Ms. Myers stated, those increased numbers, may be impacting what we submitted, but we have not approved those transfers. We are unaware of what was left in the budget this year. Where you have made transfers. What she is saying, is that staff transferred those amounts, without Council doing a budget amendment, so they are not aware of what the whole of the impact might be. Whereas, they may be thinking there was a \$300,000 amount here, and ... There may be numbers that we are

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looking at that are impacted by those transfer, and we are not aware of it. If there are carryover funds, from last year's budget, they should be brought forward into the new budget, and we should all be aware of the numbers.

Mr. Hayes stated he is trying to make the connection between...

Ms. Myers stated, if they have approved a budget for FY18-19, and those budgets, in their opinion, are set at where we approved them. Then (6) departments go over, but they are unaware they are over those budgets, and they are thinking the last set of numbers they received reflect accurately where those budget are, there may be carryover money. If that money has been allocated, and they are unaware of it, then the numbers are different. Typically, you would do that through a budget amendment, which if you are changing money between departments, you would have to do.

Mr. Hayes stated Council set a budget total for FY19. The departments did not exceed the General Fund department total. You only have to do an amendment to the budget, if we were to exceed the total General Fund. Some departments had surpluses, and some departments had overages. They used departments that had surpluses to transfer funds to cover those departments that had negatives, but they did not exceed what Council approved, as a budget.

Ms. Myers stated the last numbers they received did not reflect all of the overages that are in play. They would have been operating on different numbers, is her point.

Mr. Hayes stated Council requested a list of departments that had overages, and we did put those in the companion document.

Ms. Myers inquired, for clarification, if the money had been moved.

Mr. Hayes stated, not in all cases. This is part of their end of the year clean up. The General Fund, itself, is going to end up in a positive.

Ms. Myers stated, if we expected to spend \$200 million, and we have spent \$195 million, have we reallocated the \$5 million.

Mr. Hayes stated, Ms. Hamm said, besides the 25% targeted amount, there was \$5 million that would be available. Of that \$5 million, they used \$3.3 million to balance the budget, because there was a deficit they had made Council aware of previously. That left the \$1.7 million available for motions.

Mr. Livingston inquired about how much of the \$1.6 million was included in the recommended budget.

Mr. Hayes stated it was not included, only the \$3.4 million.

Mr. Livingston inquired about how much of the \$1.6 million was allocated on 2nd Reading.

Mr. Hayes stated \$100,000, and the rest have been added since 2nd Reading. The additional motions have eclipsed the fund balance policy.

Mr. Malinowski made a substitute motion, seconded by Mr. Walker, to approve Items 31 and 32.

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

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Opposed: Jackson, Kennedy, Manning, Dickerson, Livingston and McBride

The substitute motion failed.

In Favor: Jackson, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Opposed: Malinowski and Walker

Present but Not Voting: Terracio and Newton

The vote was in favor.

32. Transfer Out (Approve as presented in Budget Work Sessions; FY20 - \$8,058,159) –Above in previous motion.

33. Sheriff's Department (I move to amend the 2nd Reading motion made to cover expenses in the Sheriff's Department that no longer can be paid for with seizure funds to allow use of additional funds from the fund balance in the General Fund to cover the following expenses for the Biennium Budget II and place these funds in the assigned fund balance: FY 2020: \$110,772.03 to continue operating the community cameras and \$168,000 for cell phones for a total of \$278,772.03)

Ms. Myers stated there was a question as to whether or not we could do what was being requested. She inquired if that has been resolved.

Mr. Hayes this is an amended motion to increase the Sheriff's budget by the amount listed.

Ms. Myers inquired what would stop another department from coming in next year and doing this.

Mr. Walker stated this is a result of a particular issue within the Sheriff's budget where they can no longer use seizure funds, so it was a one-year shortfall. He would suggest, moving forward, that will be a part of their planning and will not be needed year after year.

Ms. Myers stated she wants to make sure we do not send the message that you come in and ask for rollover funds, and they will be added to your budget.

Mr. Walker stated the rollover fund is the reason we had to amend the motion and put it in this form because that is not allowable. There is a policy on file where we do not allow rollover funds.

Mr. Malinowski inquired if cellphones were already in the Sheriff's budget.

Chief Cowan stated they have used seizure funds to cover the costs of several items within their budget for the last 15 years. They had 7 items on their budget from the last years they have been planning and meeting with Administration on for the last 18 months. They explained, 2 of those items, they were not able to redirect funds within their budget to cover. One is Community Cameras, which Council voted to have in 2015. They used seizure funds to pay for those, and they are no longer allowed to use seizure funds to pay for those. They have had an ongoing list, since April 2017, with Budget and Administration, explaining that those were the items coming forward. He stated the seizure funds can only be used for specific means, and they are directed directly to the Sheriff to be spent. They have to be allocated toward specific items.

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Mr. Malinowski inquired if this becomes a part of the Sheriff's budget, since State law says you cannot decrease the Sheriff's budget.

Mr. Hayes stated it would increase the budget for FY20.

Mr. Manning inquired as to which body changes the seizure laws.

Chief Cowan stated they are monitored on a Federal and State level.

Ms. Newton stated, if we approve this, that money is added to the Sheriff's budget in perpetuity. She inquired if there is another mechanism, for giving the funds, that does not enlarge the budget.

Mr. Hayes stated the funding could be placed in Non-Departmental and the expenditures could be charged to Non-Departmental.

Ms. Newton proposed a friendly amendment to provide the funds through the Non-Departmental budget.

Mr. Walker inquired if that has an operational impact or does that satisfy the paying point.

Chief Cowan stated Council requested the 48 camera boxes that were placed throughout the County. They are crucial to crime fighting. The cellphone issue is a bigger operational issue.

Mr. Walker inquired, if we redirect these funds to a Non-Departmental account, and the Sheriff's direct invoices the cost, would that cause an operational issue.

Chief Cowan stated that would not affect anything.

Ms. Dickerson stated the community cameras are very important in these communities. She wants to make sure the Sheriff gets these funds.

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

The vote in favor was unanimous.

32. Board of Elections & Voter Registration I move that Richland County fund the Board of Elections & Voter Registration at the department requested amounts, \$1,887,925 for FY 2020 and \$1,826,715 for FY 2021.)

Ms. Terracio stated this is the whole budget amount for the Voter Registration and Election Department. It is not any excess funds that would be added to their budget. It is the full amount that they have requested. It is her understanding the recommended budget amount is \$1.5 million, so there is a gap between, which is mostly covered by the reimbursements the County gets back from the State, as well as the municipalities for which we conduct elections.

Mr. Hayes stated, to date, they have not received any reimbursements. The department has requested \$1.8 million, but the Administrator has recommended \$1.5 million.

Ms. Myers inquired what this means to their budget. Does it mean that we are going to have 10 less voting machines?

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Mr. Charles Austin, Voter Registration and Election Board Chair, stated they depend on these reimbursements to assist them with the operational process for the Board. What they have inherited is that the money has not been sent forward. It is his understanding, that when money does come, it goes into the General Fund. They are trying to make the budget whole.

Ms. Myers stated, essentially, they are asking for a loan, so that when the money comes in it gets paid back.

Mr. Austin stated when the money comes in it will go into the General Fund. It does not come directly to the Voter Registration and Election Department.

Ms. Myers inquired if it is unusual for the money to be this late in reimbursement.

Mr. Hayes stated he would to research this, but he thinks normally we have received something.

Ms. Myers inquired if that is where the shortfall is coming from.

Mr. Hayes stated he has not personally had an opportunity to take a look at the connection between their reimbursement amount versus their request.

Mr. Austin stated, in their discussions, with the previous Director, we concluded the amount that was requested would be sufficient for operations, as they prepare for the 2020 elections.

Ms. Myers stated, for clarification, without that they will be underprepared for the elections.

Mr. Austin stated they could potentially be.

Mr. Malinowski inquired if this is the department that Richland County is told by the State how much to provide for their budget. The County has no say over how they spend it or what they do with it. In the past, the State has told Richland County, this is the dollar amount you will fund them for their operational needs.

Mr. Hayes stated he cannot say the State has given a mandate.

Mr. Malinowski stated, historically, the State took Greenville County and Horry County, added them together and divided by 2, and that is what the County was to pay. If that is the case, the State mandates we pay a certain amount, and maybe they need to be making their request for additional funds from the State, since we have no say over how it is spent. It is also his understanding, that the funds for the municipal elections cover the cost of those elections.

Mr. Austin stated, as they have come on board, they have not received any directive at the State level, as it relates to preparing the budget. What we have is the budget that the previous Director prepared, and included the shortfall because of the reimbursement they were expecting.

Mr. Manning stated WLTX is reporting that the SC Election Commission announced today they picked a company called Electronic Systems and Software Express Voting for a new contract. The new machines will provide paper responses to our votes, and are scheduled to go online on January 1, 2020, which means it will be the system people use in the February Presidential Primaries, June Primaries and November General Election. He inquired if that is something calculated into this budget.

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Mr. Austin stated they were just made aware of that, and have not had time to determine what the impact will be. The budget, they have presented, is based on what they are responsible for, at this time, and what they expect our responsibility. For example, if this does not come through, they still have a responsibility to ensure that the machines we have are operable, we have sufficient machines, and they get them to the locations where the voting will take place.

Ms. Newton stated the amount listed here is the \$1.8 million. In terms of the budgetary impact, were this motion approved, we are really looking at the delta between \$1.5 and \$1.8. She stated the way she understands the \$340,000, that they are anticipating, will be reimbursed by the General Assembly, but it may be timely for them to pay their bills. So, they are asking that we fund the difference, and accept the reimbursement, when it comes to the General Fund.

Mr. Austin responded in the affirmative.

Ms. Newton inquired, if they did not receive the funding, what impact would that have on the elections.

Mr. Austin stated the impact would be in terms of personnel (i.e. ensuring the voting machines are properly operating, to get them to the locations and provide training for the poll workers.)

Mr. Jackson stated it has been clear, to anyone who has seen the news, the challenge they have, in terms of assuming the role and responsibility of an election process that is faulty, at best, based on antiquated and outdated equipment. The last thing we should be debating whether or not we need to improve the accuracy of our election process. However, with the information that Mr. Manning shared, it sounded to him, there was some light at the end of the tunnel. The thing that disturbed him, was that we are not sure if the actual reimbursement amount is going to be the difference that is being requested. We do not know that because we have not gotten it, and apparently we do not know what that dollar amount is.

Mr. Jackson moved, seconded by Mr. Malinowski, to approve the budgeted amount up to the amount, once Mr. Hayes has determined the actual reimbursement figure.

Ms. Dickerson stated, for clarification, we are looking at is up to the \$1.8 million.

Mr. Jackson stated it would be up to the \$340,000 amount, based upon the number that can be verified as reimbursable.

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

Opposed: Dickerson

Present but Not Voting: Manning

The vote was in favor.

- 33. Discretionary Grant (Approve total of \$200,000 in discretionary grant committee recommendations \$146,000 in new recommendations, and \$54,000 in multi-year grants approved in prior years) – Mr. Manning moved, seconded by Ms. Kennedy, to approve \$200,000 of this item.**

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

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Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 34. Contractual & Statutory Grant – Central Midlands COG, City Center Partnership, LRADAC (Approve as presented in Budget Work Sessions; \$825,392)** – Mr. Manning moved, seconded by Ms. Kennedy, to approve \$825,392 for this item.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 35. LumpSum Allocations (Base amount approved FY19; \$2,083,668)** – This item was incorporated in Item #31.

35(a) Lump Sum (To allocate Lump sum funding to various groups that have historically been funded in multiple funds: \$55,000 Columbia Chamber of Commerce for BRAC; \$20,000 for Congaree River Keeper, \$42,900 Keep the Midlands Beautiful, \$53,000 River Alliance) – Mr. Manning moved, seconded by Ms. Kennedy, to approve \$55,000 for Columbia Chamber of Commerce for BRAC; \$20,000 for the Congaree River Keeper; \$42,000 for Keep the Midlands Beautiful; and \$53,000 for the River Alliance.

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

Opposed: Malinowski and Walker

Present but Not Voting: Terracio

The vote was in favor.

- 36. LumpSum (Allocate \$130,063 to the United Way of the Midlands to partially fund a Resiliency Team pilot program at Jackson Creek Elementary School as part of the Resilient Richland initiative. This funding is for both years of the Biennium II. The funding is to be designated as a Lump Sum Outside Agency Appropriation; FY20 - \$130,063; FY21 - \$130,063)** – This item was incorporated in Item #31.

- 37. LumpSum (I move to approve a request from the Harriet Hancock Center in the amount of \$20,000 to assist the Center in upgrading their aging electrical systems and rebuilding the property's retaining wall. The Harriet Hancock Center serves on average 2,500 persons in the LGBTQ+ community each year. Approximately 35% of these persons are from the City of Columbia, 45% are from the greater Richland County area, and 20% are from out of County; \$20,000) [TERRACIO]** – This item was incorporated in Item #31.

- 38. LumpSum (Allocate \$50,000 to CityLight Community Development Corporation to pilot a summer educational, cultural and empowerment experience for youth residing at North Point Estate [also known as Bethel Bishop]. North Point Estate has more violent crime than any other block in**

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Columbia/Richland County [State Newspaper/August 2018]; \$50,000 [McBRIDE] – This item was incorporated in Item #31.

39. *LumpSum (Allocate \$10,000 to Greenview Swim Team to offer free swimming lessons to youth from low income families throughout Richland County during summer months and on weekends during school year where feasible with indoor swimming pools. Swimming accommodations will be coordinated with both Richland County and the City of Columbia Parks and Recreation program. Program cost includes assistance for special transportation for students not living in walking distance and have no means of transportation to swimming lesson; \$10,000) [McBRIDE]* – This item was incorporated in Item #31.
40. *LumpSum (Allocate \$25,000 for the Wiley Kennedy Foundation to provide and expand services to underserved residents, youth and senior citizens residing in zip code 29203. The foundation has an excellent reputation in the community works to address needs of community through: feeding the homeless, providing food packages to sustain children from low income families for the weekend, health programs, summer enrichment activities for youth, programs for senior citizens and other community engagement activities; \$25,000) [McBRIDE]* – This item was incorporated in Item #31.
41. *LumpSum (Allocate \$150,000 to establish a Richland County Work Force Development and Outreach Program that will address employment and training opportunities and outreach for citizens from disadvantaged and underserved communities in Richland County; and to establish a Richland County Summer Youth Employment and Leadership training program. This program can be funded in-house or can be outsourced in collaboration with Midland Tech or another entity; \$150,000) [McBRIDE]* – This item was incorporated in Item #31.
42. *LumpSum (I move to provide \$35,000 for Randolph Cemetery for needed repairs, including grave fill in, brick border repairs, road maintenance (inside the cemetery), and long grass cutting. Randolph Cemetery was created in 1871 by a committee of African-American men in honor of Benjamin Randolph, a senator who was assassinated in 1868 and contains at least 13 Reconstruction-era African-American legislators; \$35,000) [TERRACIO]* – This item was incorporated in Item #31.
43. *Lump Sum (I move that Richland County Council appropriate \$100,000 to the Dorn Veterans Administration Hospital Fisher House Foundation. These funds will be used as Richland County Council's contribution to assist The Fisher House Foundation in reaching its 1 Million Dollar required Community Fundraising goal. Once, this goal is achieved, the Federal Veterans Administration will match this amount and approve the construction of the Fisher House on the property of the Dorn VA Medical Center in Columbia, SC.) [JACKSON]* – Mr. Jackson moved, seconded by Mr. Manning, to approve \$25,000 in discretionary Hospitality Tax funds for the Fisher House Foundation.

The Fisher House is a respite facility, attempting to be built in Columbia for the VA Hospital. It is similar to an adult version of the Ronald McDonald House or St. Jude's, where the family members of veterans, who are hospitalized, are provided temporary housing while they are dealing with their ill loved one. He had the opportunity to tour the facility in Charleston, and the VA here is working, through the Fisher House Foundation, to try to establish the matching funds required to build the same kind of facility.

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

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Present but Not Voting: Walker

The vote in favor was unanimous.

- 44. LumpSum (Allocate \$157,862 to the United Way of the Midlands to fund a Resiliency Team pilot project at Watkins-Nance Elementary School as a part of the Resilient Richland initiative. This funding is for both years of the Biennium II. The funding is from the General Fund Balance. [McBRIDE, KENNEDY, JACKSON, TERRACIO, LIVINGSTON & MANNING]** – Mr. Manning moved, seconded by Ms. McBride, to allocate \$157,862 to the United Way of the Midlands for the Resiliency pilot project at Watkins-Nance Elementary School.

Ms. Newton stated, as a Board member of the United Way, she supports Resilient Richland. It appears there are 2 Resiliency Teams for this project. There is one that was approved on Item #36, which is Jackson Creek Elementary School, and then this one.

Mr. Manning stated the first team, for Jackson Creek Elementary, there were matching funds available toward that one. Jackson Creek is in School District Two, and this one would be in School District One. Therefore, each of the school districts would have opportunity to have a Resiliency Team work with those children and families.

Ms. Newton suggested piloting one in FY 20 and one in FY21.

Ms. Terracio stated she is supportive of Resilient Richland, and her name is on the motion. When this motion came around, we were looking at a lot of funds being available, but now we are looking at a lot motions and deserving groups and initiatives. She would be supportive of focusing on one pilot program, and making sure we get it right. Then, focusing on another one when we know we have something good going.

Ms. McBride stated she thinks we are looking at 2 different areas. There are 2 different segments, dealing with 2 different populations, and all having really great need for this type of program. In terms of research, it would be better to look at both programs going at one time. She stated a number of those students that attend those schools are in her district. The students going to that particular school are from very disadvantaged areas. She would not want to deny those students the opportunity since we have a number of programs trying to address that problem right now.

In Favor: Jackson, Myers, Kennedy, Manning, Livingston and McBride

Opposed: Terracio, Malinowski and Walker

Abstain: Newton and Dickerson

The vote was in favor.

- 49. Various (I move to assign an additional \$1.5M from unassigned Fund Balance to the Total Rewards program. This will bring the staying total to \$2.5M)** – Ms. Myers stated she made a motion to add an additional \$1.5M to the Total Rewards Program, so that we could jumpstart the payment to employees. We have not received any numbers for that yet.

Mr. Hayes stated since the Total Rewards has to do with salaries, and salaries are recurring expenditures, he would advise to not tie the Total Rewards to Fund Balance.

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Ms. Myers stated she was suggesting to add a \$1.5M from the Fund Balance. It is her understanding, staff recommended put aside \$1M.

Mr. Hayes stated that is correct. The funding was tied to revenue.

Ms. Myers inquired if it was possible to tie the additional \$1M to revenue.

Mr. Hayes stated the funding we are utilizing tonight is not revenue. We are using Fund Balance dollars.

Ms. Myers stated the point of the motion was to be sure that we set aside additional money to jumpstart Total Rewards. She inquired if Mr. Hayes had any suggestions on a way to jumpstart Total Rewards.

Mr. Hayes stated he would suggest to leave it as is. We have \$1M that has been designated to start in January 2020. That \$1M becomes \$2M in FY21. Next year, their intention is to do a middle-cycle budget amendment, when we have more updated numbers. You cannot predict revenue numbers. We could potentially have additional revenue dollars in FY21. Once we come back next year, we could make an adjustment, if it looks like revenue is going to come in higher.

Ms. Myers stated her goal was to help achieve the goal of Total Rewards, in a more accelerated fashion. If, Mr. Hayes is saying, we need to take the \$1.5M to \$0, she would have to yield to his suggestion.

Mr. Hayes stated, if you were to pass any amount, he would have to hope that revenue would come in to cover that amount for the 2nd year.

Ms. Myers stated, for clarification, we have projected to phase in Total Rewards over 3 years.

Dr. Yudice stated that is correct, but we have tied it to revenue, not Fund Balance.

Ms. Myers stated, in Years 2 and 3, we have projected \$1M one year and \$3M the next.

Mr. Hayes stated that was Human Resources numbers, but it was not tied to revenue. At this time, the budget could not absorb that.

Ms. Myers stated, for record, she has requested, a ton of times, the numbers, so we can make some headway on getting our employees up to par.

Dr. Yudice stated, perhaps, Council can allocate \$500,000, with the caveat, that we will fund it, if the revenue comes in. If the revenue comes in higher than \$500,000, we will come back to Council, so you can fund it at the amount that the revenue comes in.

Ms. Myers stated, ordinarily, she would accept that, but she just asked Mr. Hayes and he told her, "No."

Mr. Hayes stated, if we do use \$500,000, that would mean, based on his revenue projections, he does not have a place for that \$500,000. Next year, when we do update revenue numbers for FY21, his projections could go up by \$500,000.

Ms. Myers moved, seconded by Mr. Manning, to allocate \$500,000 from unassigned Fund Balance to the Total Rewards Program.

Ms. Newton stated we have a deep commitment to making sure that we are compensating our staff, and attracting the best staff. She inquired if there is a model, anywhere, that someone has presented, that is tied to revenue, and sustainable, that shows how we can make Total Rewards happen.

Mr. Hayes stated we have only gone to the Biennium. We have not had time to go past FY21, but that is something he attended to work with the HR Director on.

Ms. Newton inquired if Mr. Hayes feels confident in the numbers.

Mr. Hayes stated, based off their current revenue projections, we would seed fund the Total Rewards in FY20 by \$1M. That \$1M, of course, if funded in January, would have to be a full year of funding in FY21, so it would become \$2M. Next year, this time, when we are doing the mid-cycle budget amendment, and he has more updated numbers for FY21, it could be that he has more revenue flexibility to go over and above the \$2M. Based off revenue projections, as they stand 2 years out, he is not comfortable.

Dr. Yudice stated another option is LumpSum appropriations, which is recurring revenue.

Ms. Myers stated, with all due respect, that is what she thought she was doing.

Mr. Hayes stated, what Dr. Yudice is referring to, is the motions that are against the outside agencies, which total \$3.1M. Of course, that number has been taken up since motions have been made against it.

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

Opposed: Malinowski, Kennedy, Walker, Livingston and McBride

The vote was in favor.

Mr. Walker stated Ms. Myers, and others, have asked specifically for an implementation plan. What we want to know is, with advisement, where can we go source these dollars? How can we phase this thing in? We want this to happen, please show us how.

Ms. McBride stated she support Ms. Myers and the Total Rewards Program, but she is also listening to the Budget Director. She wants to be sure he is comfortable with what we are doing. We will have the opportunity to come back, if necessary, to make the appropriate changes.

50. CASA (Fund a CASA attorney position: CASA attorney is \$44,146; FICA would be \$3,377, and SCRS (retirement) would be \$6,870 in FY20 and \$7,311 in FY21; so the total needed in FY20 would be \$54,393 and for FY21 \$54,834) [LIVINGSTON, DICKERSON AND McBRIDE] – Ms. Myers moved, seconded by Ms. McBride, to approve the CASA attorney position in the amount of \$54,393.

Ms. Newton stated, for clarification, since this is a staff position, it is a recurring expense.

Mr. Hayes responded in the affirmative.

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

Opposed: Malinowski and Walker

The vote was in favor.

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Mr. Manning moved, seconded by Ms. Newton, to recess the meeting for 5 minutes.

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

Opposed: Malinowski and Walker

The vote was in favor of recessing for 5 minutes.

Ms. Myers moved, seconded by Mr. Malinowski, to reconvene the meeting.

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

Present but Not Voting: Newton, Kennedy and Manning

The vote in favor was unanimous.

45. LumpSum (Move to allocate \$50,000 to The Therapy Place from General Fund to support services for autistic children in RC) [MYERS] – Ms. Myers moved, seconded by Mr. Manning, to allocate \$25,000 to The Therapy Place.

In Favor: Jackson, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Opposed: Malinowski and Walker

Present but Not Voting: Terracio and Newton

The vote was in favor.

46. LumpSum (Move to allocate up to \$15,000 per Council District for Richland County Council “Youth Summer Reading & Enrichment” book give away and reading day) [MYERS and McBRIDE] – Ms. Myers moved, seconded by Ms. Dickerson, to table 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.

48. LumpSum (Move to allocate up to \$50,000 for 6 regional Richland County Summertime “Dinner & A Movie” Nights Out with RCC) [NEWTON, MYERS, JACKSON and TERRACIO] – Ms. Myers moved, seconded by Ms. Dickerson, to table 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.

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47. Non-Departmental (Move to allocate \$50,000 per year in FY20 and FY21 to hire a firm to guide the County in establishing a strategic plan) [NEWTON] – Ms. Newton stated she had moved to allocate up to \$50,000 for FY20 for a strategic plan, which would help us better serve our constituents, and also help us as we are allocating funds towards the priorities that we have previously identified. Ms. Terracio seconded the motion.

Ms. Myers inquired if there is a source of funds in the Administrative budget, that are unassigned, that could be used for strategic planning.

Dr. Yudice stated that is a one-time expense, and can be funded with Fund Balance. If you want to fund it in FY19, we can find the money.

Ms. Myers inquired if Ms. Newton would be willing to accept a friendly amendment for Administration to find a source of funding.

Ms. Newton stated, for clarification, when they say, “Funding it through FY19”, they mean through June 30, 2019.

Mr. Hayes stated, what they could do, is encumber the funds and roll them over.

Ms. Newton accepted the friendly amendment.

Mr. Malinowski inquired if we have done a strategic plan. If so, when was it, and what were the results.

Dr. Yudice stated, since she came in early 2017, we have not done a strategic plan. She does not know if there was one done in the past.

Ms. Newton stated, the best practice, is to regularly do a strategic plan. Even if we did one a year and half ago, she would suggest that we do another one. As times change, needs change. This will allow us to align our plans and budget.

Mr. Manning stated he thought we did one at the Council Retreat.

Ms. A. Myers stated the official strategic plan was done in 2005 – 2006. It used to be published on the County’s website, but has been taken off. It is her recollection, there was a facilitated session, but there was not a produced strategic plan provided to staff.

Mr. Malinowski inquired if this is a part of Mr. Walker’s motion regarding a citizen’s survey.

Mr. Walker stated the survey to the constituents will provide input and data points for the formulation of a strategic plan, but without funding set aside for the strategic plan, the data will fall on deaf ears.

Mr. Manning stated he does not quite understand. We are doing 3rd Reading of the budget, but we are taking up a motion about doing some funding out of the current fiscal year.

Mr. Livingston stated Mr. Manning is correct. It would not be a budget item.

Mr. Hayes stated, he believes, Council is giving him the authority to find the money to put on the PO. It has no budgetary impact for FY20.

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Dr. Yudice stated, what we can do, at the next Council meeting, we can put an item under “Other Items” to use Non-Departmental funding for the strategic plan, using FY19 funds.

SPECIAL REVENUE FUNDS

- 51. *Victim’s Rights (Allocate funding to approve Victims Assistance Budget; FY20 - \$921,021)*** – Mr. Manning moved, seconded by Ms. Kennedy, to approve Items #51 – 69, at the same amount that we did at 2nd Reading.

Mr. Hayes stated the dollar amount that is being approved, for Victim’s Rights, is the funding source. That is what the budget can support. The actual expenditures are roughly \$300,000 higher, but we did not have the ability to fund that because of the cap amount that could be sent over to the General Fund, unless Council made a motion to adjust it. The transfer was capped at \$686,000. The revenue has dipped the last couple of years. He did speak to the Chief Magistrate and he expects the revenue dollars to increase, but he can only go off of where they are currently.

Ms. Dickerson stated, at one time, she thought we were not increasing this budget. She would prefer that it stay at \$686,021.

Mr. Hayes stated they did not increase it. Their revenue amounts, that was budgeted, were not accurate, so we had to reduce the revenue down to the correct projection. The revenue amount, coupled with the \$686,000 from the General Fund, is not currently sufficient to support the item. There was a court case that impacted the revenue for Victim’s Assistance.

Ms. Dickerson inquired if we are approving the \$921,021.

Mr. Hayes stated that is what we can currently support. That will be the \$686,000, and the rest is what we feel like the revenue will be, based off of current trends. It is not General Fund funding; it is only the additional revenue.

Mr. Malinowski stated, for clarification, Mr. Hayes is recommending to add the revenue to the \$686,000, but what has been done in the past.

Mr. Hayes stated, in the past, the 2 funding sources has been the transfer in from the General Fund, and whatever the revenue is. They had to go back and adjust the revenue dollars down because the revenue numbers were not keeping up with what was budgeted.

Ms. Newton stated, just to be clear, if we accept this motion, and approve Items #51 – 69, what is the financial implication of that.

Mr. Hayes stated, essentially, the Victim’s Assistance fund would end up in the negative because the expenditures are more than what the funding source is.

Ms. Newton inquired, if we approve Items #51 – 69, what will be the implications of that, and will that affect what we have just done with the General Fund.

Mr. Hayes stated all of the Special Revenue budgets will be balanced, with the exception of the Public Defender, Victim’s Assistance and Title IVD-Sheriff’s Dept. In the notes section, he put down what the revenue could support, and noted what the expenditures were. He could not set the budget at the amount of the expenditures, if he did not have the supporting revenue. That is why he denoted the difference between what the sources were, and what the expenditures were.

Ms. Newton stated, the Victim's Assistance, Public Defender, and Title IV, if approved, as is, would be over their budget, and we would have to find another allocation source. Traditionally, that has been the General Fund, correct.

Mr. Hayes stated the amount of transfer out is fixed by Council, so when we made adjustments to make their budgets whole, they did not have enough revenue coming in to support the increase. Of course, we could not change the transfers out, that is a Council action. Consequently, there was no mechanism to fund the "deficit". Historically, the amount from the State has been fixed.

Mr. Jackson requested a friendly amendment to remove Items #51 – Victim's Assistance, #61 – Title IVD – Sheriff's Department, and #63 – Public Defender from the motion.

Ms. Newton stated, when you look at #70 – Public Defender, which she fully supports, it says it is going to increase the transfer out from the General Fund. Has that been accounted for?

Mr. Hayes stated, they are currently already \$500,000 short, so if you added another \$500,000 to it, it would bring them \$1M short. That motion was separate from Administration's recommendation.

Mr. Jackson moved, seconded by Ms. Kennedy, to call for the question.

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

Present but Not Voting: Kennedy and Dickerson

The vote in favor of the calling for the question was unanimous.

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

Present but Not Voting: McBride

The vote in favor of approving Items #52 – 69, with the exception of Items #61 and #63, was unanimous.

Ms. Dickerson moved, seconded by Ms. Myers, to approve \$921,021 for Victim's Assistance Program.

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

Abstain: Manning

Present but Not Voting: Newton

The vote in favor was unanimous with Mr. Manning abstaining from the vote.

52. Tourism Development (Allocate funding to approve Tourism Development Budget; FY20 - \$1,288,000) – This item was taken up in the previous motion.

53. Temporary Alcohol Permits (Allocate funding to approve Temporary Alcohol Permits Budget; FY20 - \$165,000) – This item was taken up in the previous motion.

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54. **Emergency Telephone System (To allocate funding to approve ETS Budget; FY20 - \$6,345,314** – This item was taken up in the previous motion.
55. **Fire Service (To approve downward adjustment to Fire Services Budget; \$28,193,956)** – This item was taken up in the previous motion.
56. **Stormwater Management (Allocate funding to approve Stormwater Management Budget; FY20 - \$4,528,787)** – This item was taken up in the previous motion.
57. **Conservation Commission Fund (Allocate funding to approve Conservation Commission Fund Budget; FY20 - \$977,991)** – This item was taken up in the previous motion.
58. **Neighborhood Redevelopment Fund (Allocate funding to approve Neighborhood Redevelopment Fund Budget; FY20 - \$834,003)** – This item was taken up in the previous motion.
59. **Hospitality Tax (Allocate funding to approve Hospitality Tax Budget; FY20 - \$9,970,794)** – This item was taken up in the previous motion.
60. **Accommodations Tax (Allocate funding to approve Accommodation Tax Budget; FY20 - \$560,300)** – This item was taken up in the previous motion.
62. **Drug Court Program (Allocate funding to approve Drug Court Program Budget)** – This item was taken up in the previous motion.
64. **Transportation Tax (Allocate funding to approve Transportation Tax Budget; FY20 - \$68,500,000)** – This item was taken up in the previous motion.
65. **School Resource Officers (Allocate funding to approve School Resource Officers Budget; FY20 - \$6,148,303)** – This item was taken up in the previous motion.
69. **Economic Development (Allocate funding to approve Economic Development Budget; FY20 - \$1,905,000; FY21 - \$2,030,000)** – This item was taken up in the previous motion.
61. **Title IVD – Sheriff’s Fund (Allocate funding to approve Title IVD – Sheriff’s Fund Budget; FY20 - \$51,000)** – Ms. Myers moved, seconded by Ms. Dickerson, to allocate \$51,000 to the Title IVD – Sheriff’s Fund Budget.

Mr. Manning inquired as to what these funds are utilized for.

Chief Cowan stated the funds are used to offset the costs the operation of the civil process unit (i.e. cellphones, color printers, etc.).

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

The vote in favor was unanimous.

63. **Public Defender (Allocate funding to approve Public Defender Budget; FY20 \$4,000,448, which includes Transfer In from the GF of \$2,400,448; budgeted expenditures \$4,541,747 in FY20 and \$4,674,030 in FY21)** – Ms. Myers moved to approve this item. This is one of the motions that she put in that she is not asking Council to look for another source of funding.

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Mr. Livingston stated we are dealing with Item #63, but Ms. Myers is showing the relationship between Items #63 and #70.

Mr. Hayes stated the funding sources are roughly \$500,000 less than what is currently budgeted for expenditures. Item #70 speaks of increasing the budget by \$500,000, based off of the Total Rewards. If you are already \$500,000 in the hole, and you add another \$500,000 that becomes a million.

Ms. Myers stated she understands that Mr. Hayes is a budget man, and everything that does not have numbers beside it looks like a negative to you. What we are doing is moving money from category to another. The Public Defender has not created a deficit. They do not have enough funding. We are asking for a place to allocate funding to fairly compensate people who are defending the indigent.

Mr. Hayes the budget has been about making the personnel budgets whole, across the board. What he is saying, to make their budget whole, it takes \$500,000. He could not, personally, add more to that.

70. Public Defender (Move to increase the Public Defender's annual budget by \$517,735 to bring Public Defenders' salaries in line [decreasing to about 5% deficit from approximately 20%] with the Richland County Solicitor's Office [MYERS, DICKERSON, McBRIDE and MANNING] – Ms. Myers moved, seconded by Mr. Manning, to approve the Public Defender's recommended budget, and an additional \$517,735 to bring the Public Defender's salaries in line with the Solicitor's Office.

Mr. Livingston inquired where the \$500,000 is coming from.

Mr. Hayes stated we have \$141,000 left from the General Fund to still stay within the 25% target.

Mr. Manning inquired, for clarification, when we are saying 25%, was that the 25% we came up with when we were doing Biennium I, or is that the policy.

Mr. Hayes stated Council targeted to stay within that 25% for FY19. The policy is to stay within 20 – 35%.

Mr. Manning stated, if we dip below the 25%, we would still be 4% above what the actual Council policy is for fund balance.

Mr. Hayes stated, based off our current direction from Council, we are to make sure that we have a 25% target for fund balance for FY19. The fund balance money we are spending is money that we are anticipating.

Mr. Manning stated that is based on Council not changing the fund balance policy. The Council, 2 years ago, established a goal of 25%, which was 5% above the actual Council policy. So, if we are looking, going into Biennium 2, and we feel like we need to make these expenditures, and that drops us from the 25%, we are still 4% above the Council policy.

Mr. Hayes stated there is no target that has been set for Biennium II, but there is a target set for FY19. The fund balance numbers we are giving you, which came from Ms. Hamm, has to do with projecting out through June 30, 2019. So, the \$5M we put out there is still to keep us within the target. Council can certainly change that.

Mr. Manning stated the Council's policy is based on the Federal Government Finance Officer Association's recommendation. If we took care of the Public Defender's situation, we would still be 4% above the Council's policy.

Ms. Myers stated this is significantly more than a parade or festival that we fund. This has to do with whether or not we take a person off the street and deprive them of their liberty, and making sure that the people who defend those people, who cannot get their own lawyer, have adequate counsel to defend them. She knows that some of her colleagues have been working on this long before she got here. She would suggest this is one of the more important motion we have taken up.

Mr. Jackson inquired if we are going to have an opportunity, in a couple of months, to find out there is some additional revenue that can be added back into the Fund Balance.

Mr. Hayes stated, when you close the books, perhaps, the numbers will come up a little bit higher. Though, this more of a question for Ms. Hamm.

Mr. Jackson stated, it seems, that we are trending that way. We are debating an issue that 6 – 8 weeks from now may be a moot issue.

Ms. Newton stated she fully supports the motion, but she wants to make sure she has looked at the avenues, so that she understands how we are going to pay for the thing that we absolutely must do. Whether we need to decrease the target, officially, or direct staff to find other funds, she wants to make sure we have that mechanism.

Ms. McBride stated this is one of the most important decisions we are going to make tonight. This not only impacts the persons that have been accused of committing a crime, but it impacts the economy of Richland County, and the lives of families. We need to continue to improve the salaries for Public Defenders, as well as, the number of Public Defenders we have.

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

Opposed: Malinowski and Walker

The vote was in favor.

Ms. Myers moved, seconded by Ms. Dickerson, to allow the General Fund policy, as established by this Council, to be kept between 20 – 35%, and is applied for Biennium II.

Mr. Hayes stated, for clarification, this will also impact the target for FY19.

Mr. Malinowski inquired if we can vote on this particular motion, or does it need to go to a Council meeting.

Mr. Smith stated, if, the fund balance policy impacts what you are currently voting on then it would be germane to the question.

Mr. Hayes stated this motion may potentially impact the County's bond rating.

Dr. Yudice stated they look at if a jurisdiction is dipping into its fund balance because there is not enough revenue to fund operations. That is taken into account when they do the bond ratings.

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Ms. Myers stated she asked 2 hours ago, this very question, for this reason, because she knew the numbers were not exact. This is not a precise science. The reason she was asking those questions was because you had given us this prediction, and she knew, based on the math that you gave us 3 weeks ago, that it seemed slightly off by approximately \$1.2 million. She knows 6 weeks from now, we are going to come back and there are going to be differences.

Mr. Hayes stated those numbers were provided by Ms. Hamm, and were the numbers she was comfortable with.

Ms. Myers stated, if, we come back and find that we have taken ourselves 5 points below fund balance, and we need to adjust, we are free to adjust before the implementation of the new budget year. We can make whatever adjustments are necessary to be sure the County remains healthy and strong. She also knows depressing those salaries, and locking people up unfairly because they are not adequately represented, there is a certain unfairness to that.

Mr. Manning stated he wanted to echo what Vice Chairwoman Myers and Councilman Jackson said. Mr. Jackson may have looked before he got on Council, but the trend has been that we do our budget conservatively enough, even when we were in a repressed economy, that when we close the books we add a significant amount to the fund balance. Again, we are not changing the policy on the fund balance. The policy on the fund balance is 20 – 35%. We just made up the target of 25% for Biennium I. He does not think we need to have a motion about changing the 25% in a budget that will be ending in a couple weeks.

Mr. Hayes stated the previous Administrator had a target of 26%, and Council voted to reduce it to 25%; therefore, they could not change the amount.

Mr. Malinowski stated, if that was the percentage voted on by Council, for the last 2 years, then we would have to start with a new vote for the next 2 budget years.

Mr. Hayes stated it is germane to this discussion because your fund balance dollars are what is left from FY19. The \$5M was what you had available to stay within the 25% target. Spending more than the \$5M, could potentially, based off numbers now, would drop that number below 25%. Staff cannot do that. They need a motion from Council to do so.

Mr. Manning stated he does not think Council has to make a motion that we might not hit a target that we voted on. If, we do not hit that target; we did not hit the target.

Mr. Livingston stated Council has a policy. The policy clearly says from 20 – 35 %. So, as long as Council is within that range of that policy, then it is fair. It can choose, at any point, to vote a certain number, for a given budget. That does not mean because we vote for 25% we are changing the policy. We are voting for that particular time.

Mr. Hayes stated staff was under the direction to stay within the 25% because that was the target.

Mr. Smith stated if you are talking about the policy that you established for staying within the 20 – 35% range, then this does not change that.

Ms. Myers withdrew her motion.

Mr. Manning moved to allocate \$106,844 for a paralegal and an Investigator II in the Solicitor's Office. The motion died for lack of a second.

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DEBT SERVICE

71. General Debt Service (FY20 - \$14,408,304) – Ms. Myers moved, seconded by Ms. Dickerson, to approve Items #71-80.

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

Present but Not Voting: Kennedy

The vote in favor was unanimous.

72. Fire Bonds 2018B - \$1,500,000 (FY20 - \$585,846) – This item was taken up in the previous item.

73. Hospitality Refund 2013A B/S (FY20 - \$1,486,600) – This item was taken up in the previous item.

74. Broad River Sewer 2011A (FY20 - \$2,138,113) – This item was taken up in the previous item.

75. East Richland Public Svc Dist (FY20 - \$1,438,560) – This item was taken up in the previous item.

76. Recreation Commission Debt Svc (FY20 - \$3,235,525) – This item was taken up in the previous item.

77. Riverbanks Zoo Debt Service (FY20 - \$2,640,381) – This item was taken up in the previous item.

78. School District 1 Debt Service (FY20 - \$61,026,893) – This item was taken up in the previous item.

79. School District 2 Debt Service (FY20 - \$59,777,979) – This item was taken up in the previous item.

80. Transportation (FY20 - \$180,250,000) – This item was taken up in the previous item.

ENTERPRISE FUNDS

81. Solid Waste Enterprise Fund (Allocate funding to approve Solid Waste Budget; FY20 - \$35,057,991) – Ms. Dickerson moved, seconded by Mr. Manning, to approve Items #81 – 82.

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

Present but Not Voting: Newton

The vote in favor was unanimous.

82. Richland County Utilities (Allocate funding to approve Richland County Utilities Budget; FY20 - \$9,923,142) – This item was taken up in the previous item.

83. Hamilton-Owens Airport (Allocate funding to approve Airport Budget; FY20 - \$613,896) – Ms. Terracio moved, seconded by Ms. Kennedy, to allocate \$613,896 for the Airport Budget.

In Favor: Terracio, Malinowski, Newton, Myers, Kennedy, Walker, Livingston

Opposed: Dickerson

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Abstain: McBride

Present but Not Voting: Jackson and Manning

The vote was in favor.

CAPITAL IMPROVEMENT PROJECTS (CIP)

84. Administration & Health Chiller Replacement (3), Cooling Tower Replacements, & Rooftop ERV Replacements – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve Items #84 – 110.

Ms. Myers stated, for clarification, she thought we were going to approve the Capital Improvement Plan, and we would revisit the items, at a later time.

Mr. Hayes stated that is correct.

Ms. Myers stated there should be a dollar amount, and not projects.

Mr. Hayes stated they were under the impression Council would determine a dollar amount.

Ms. Myers stated Council was going to act on staff's recommendation. They were expecting a CIP dollar amount, but not specific projects.

Mr. Hayes stated, historically, CIP is not a part of the budget ordinance, so you could pass a dollar amount at any time. CIP is funded by debt service, and we bring the debt amount for Council to vote on separately. The total dollar amount of projects is \$18.5M.

Mr. Malinowski stated, it was his understanding, the Conservation Commission had presented a Capital Improvement Program, and it is not listed here.

Mr. Hayes stated several departments did. Administration decided, because there were so many projects from different departments, to focus on those projects that were building maintenance related. At a separate time, we will bring a list of those priority projects.

The Non-Utility CIP Projects will be brought back at a work session, with a recommendation of priority projects.

Ms. Myers suggested the projects be put in broad categories.

Mr. Jackson stated his concern is that the organizations/agencies, who were making the request, did not feel like they were given the opportunity to determine, but that we determined for them, what their priority would be.

Mr. Hayes stated, because the CIP process was brand new this year, they had a committee to vet the project, but the last step, to get with the subject matter experts, was not taken.

85. Probation, Pardon & Parole Roof Replacement – See item above.

86. Coroner's Office Emergency Generator – See item above.

87. Administration & Health Complex Roof Replacement – See item above.

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- 88. DSS Warehouse Upfit & Roof Replacement** – See item above.
- 89. Detention Center Cooling Tower Replacements** – See item above.
- 90. Township Auditorium LED Lighting Upgrade** – See item above.
- 91. Township Auditorium Boiler Replacement** – See item above.
- 92. Sheriff's Headquarters IT Server Room HVAC Replacement** – See item above.
- 93. Sheriff's Headquarters IT Room Flooring Replacement** – See item above.
- 94. Judicial Center Rooftop HVAC Unit Replacement** – See item above.
- 95. DSS Parking Lot Resurfacing** – See item above.
- 96. Laurens St. Garage Rejuvenation Project –Phase 5** – See item above.
- 97. Central Services Upgrade Printing Process to Digital** – See item above.
- 98. Administration Building Electrical/Generator Upgrade** – See item above.
- 99. EMS Headquarters Chiller Replacement** – See item above.
- 100. Public Works Complex Multiple Roof Replacements** – See item above.
- 101. Sheriff's Headquarters Emergency Generator Replacement** – See item above.
- 102. Sheriff's Headquarters Electrical/Switchgear Replacement** – See item above.
- 103. Pineview Public Safety HVAC Replacements** – See item above.
- 104. New Magistrate Facilities** – See item above.
- 105. RCSD Vehicles** – See item above.
- 106. In-Car Cameras** – See item above.
- 107. Mobile Data Terminals (MDTs)** – See item above.
- 108. Body- Worn Cameras** – See item above.
- 109. CAMA System** – See item above.
- 110. Dickerson: would like to make a motion consider funding for lights to be included in BRRC plan**
- 111. Dickerson: Motion to study the Dutch Fork Magistrate office located on Beatty Road to be included in the Revivification of the county. It is not ADA compliance. Move that County Council would highly consider the blighted Ole Antique Mall for the Dutch Fork Magistrates to be shared with the Sherriff Department (TBD)** – See item above.

112. Broad River Wastewater Treatment Plant (BRWWTP) (FY20 - \$4,315,000) – Ms. Dickerson moved, seconded by Ms. Myers, to approve Items #112 – 115.

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

Abstain: Jackson

Present but Not Voting: Kennedy

The vote in favor was unanimous with Mr. Jackson abstaining from the vote.

113. Broad River Sewer Collection System (FY20 - \$4,805,000) – This item was taken up in the previous motion.

114. Lower Richland Sewer Collection System and Treatment Plant (FY20 - \$790,000) – This item was taken up in the previous motion.

115. South Region Sewer Expansion (FY20 - \$16,409,500) – This item was taken up in the previous motion.

116. South Region Water Expansion (FY21 - \$9,450,000) – No action taken.

117. Northwest Region Sewer Expansion – No action taken.

118. Northwest Region Water Expansion – No action taken.

119. North Region Sewer Expansion – No action taken.

120. North Region Water Expansion – No action taken.

Ms. Myers moved, seconded by Ms. Dickerson, to approve the budget ordinance.

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

Opposed: Malinowski, Manning and Walker

The vote was in favor.

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

Opposed: Jackson, Newton, Myers, Dickerson, Livingston and McBride

In Favor: Malinowski, Kennedy and Walker

Present but Not Voting: Terracio

Abstain: Manning

The motion for reconsideration failed.

4. **ADJOURNMENT** – The meeting adjourned at approximately 9:25 PM.

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Richland County Council

SPECIAL CALLED MEETING
October 15, 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, 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 Allison Terracio
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Allison Terracio
4. **PRESENTATION OF PROCLAMATIONS**
 - a. **Community Planning Month Proclamation** – Mr. Livingston presented Mr. Voignier with a proclamation in honor of Community Planning Month.
5. **PRESENTATION**
 - a. **Serve & Connect** – The presentation was deferred until the November 19th Council meeting.
 - b. **United States Census Bureau** – Ms. Doris Green gave an overview of the upcoming 2020 Census.
6. **APPROVAL OF MINUTES**
 - a. **Regular Session: October 1, 2019** – Ms. Dickerson moved, seconded by Ms. Myers, to approve the minutes as distributed.

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

Present but Not Voting: Newton

The vote in favor was unanimous.
7. **ADOPTION OF THE AGENDA** – Mr. Jackson stated that Item 18(a): “Greenway Project Funding Alignment” should be listed as a First Reading item.

Mr. Smith requested to add an item under the Report of the Attorney for Executive Session Items entitled “Electronic Monitoring and Home Detention”, which is a contractual matter.

Mr. Livingston stated Hospitality Tax Allocations for Districts 3 and 10 needs to be added under Other Items.

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

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

Present but Not Voting: Kennedy

The vote in favor was unanimous.

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

- 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
- e. Electronic Monitoring/Home Detention

Mr. Malinowski moved, seconded by Ms. Myers, to go into Executive Session to take up Items b, c and d.

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

The vote in favor was unanimous.

Council went into Executive Session at approximately 6:22 PM and came out at approximately 6:40 PM

Mr. Walker moved, seconded by Mr. Jackson to come out of Executive Session.

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

The vote in favor was unanimous.

- b. Brown vs. Election Commission – No action was taken.
- c. SC Dept. of Revenue vs. Richland County – No action was taken.
- d. Richland County vs. Program Development Team – No action was taken.

9. **CITIZENS’ INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No one spoke during Citizens’ Input.

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10. **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 spoke during Citizens' Input.

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. FOIA Request for PDT Records – Mr. Brown stated they are looking at how to respond to the many requests that they have received related to the information, and trying to be transparent to the public. He stated he reached out to the PDT and asked if there were any documents, contained in the files, they deemed to include sensitive information. The PDT mentioned there was certain citizen information that was person and private, so the County should not do a general release of the documents. We are looking at options to get to the "meat" of the information quicker. There were suggestions made by various parties about how we could get people to look at the information, and parse it out into smaller bites, so the public can see the information.
- b. Signs in County's Right-of-Way – Mr. Brown stated they have received a couple requests related to signs being in the County's right-of-way that are not appropriate. They are working to find a way to leverage more staff than just the designated Code Enforcement Officers. The employees spend the majority of their time out picking up signs, but that is not their primary goal. They want to use more employees that are traveling the County roads, and while they are out be able to utilize that time to pick up signs that are not supposed to be in the County's right-of-way. Looking at the County's ordinance and process, they want to make sure that we do not haphazardly pick up signs in a way that is inconsistent with the ordinance.

Ms. Dickerson stated the signs tend to have telephone numbers on them. Rather than putting us in harm's way, could we just call the people?

Mr. Brown stated that sounds like an option we may be able to use.

Ms. Dickerson stated it is dangerous for staff, and Council members, to pick up these signs due to where they are located.

Ms. Kennedy stated she thinks, if we fine the people, they will stop putting the signs out.

Ms. Dickerson stated it is not just those signs. The County is inundated with signs from businesses that have left. She stated the businesses have 30 days to remove those signs when they leave. If you travel up and down these corridors, some of those businesses have signs that have been there for years. She has been trying to get those signs removed, and they are definitely outside of the ordinance.

12. **REPORT OF THE CLERK OF COUNCIL**

- a. 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.
- b. Resilient Richland: One Year Later, October 25, 8:30 AM, United Way, 1818 Blanding Street – Ms. Roberts reminded Council of the upcoming Resilient Richland: One Year Later event at the United Way offices.

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- c. 15th Annual Korean Festival, October 26, 11:00 AM – 6:00 PM, Korean Community Presbyterian Church, 1412 Richland Street – Ms. Roberts reminded Council of the upcoming Korean Festival. The festival will be held at the Korean Community Presbyterian Church.
- d. “A Night at the Symphony”, October 27, 5:00 PM, Harbison Theatre at Midlands Technical College, 7300 College Street, Irmo – Ms. Roberts reminded Council of the upcoming “A Night at the Symphony” at the Harbison Theatre at Midlands Technical College.
- e. CASA’s Superhero 5K Family Fun Day, November 2, 8:00 AM – 1:00 PM, Segra Park – Fireflies Stadium – Ms. Roberts reminded Council of the upcoming CASA Superhero 5K Family Fun Day event at Segra Park.

13. **REPORT OF THE CHAIR**

- a. Proposed Retreat Locations – Mr. Livingston stated it is getting close to time for the Council Retreat. He stated the proposed locations of Charleston County, Greenville County and York County were selected because some of the issues that we may be covering (i.e. Transportation Penny and blight) are issues those counties have experienced. He stated a decision needs to be made so we can identify the location and make reservations.

Mr. Malinowski stated many times, throughout the course of the year, Council members comment they would like to see the jobs go to Richland County residents. They would like to see the spending go to Richland County small businesses, so it seems odd that in picking our Retreat location, we do not have Richland County as an option. He stated we just presented a proclamation to Mr. Voignier that said, “for all residents to be meaningfully involved.” He does not know how residents can be meaningfully involved, if we make the Retreat the distances we do from the County. This is a planning session, which County Council attends, where we are making potential decisions on how we want to move forward during the course of the next year. He thinks citizens should have the opportunity to be present.

Mr. Malinowski moved, seconded by Mr. Walker, to add Richland County to the list of proposed Retreat locations.

Ms. Myers stated she recognizes the concern that was raised. However, the intention was to go and study best practices in places, so we can learn from other people and not simply sit in a room and talk, but listen to our peers who have done things well, which we are trying to do well. She does not disagree the citizens should have fair and full access. She recommended having an open session after the Retreat that allows citizens to come and comment. At some point, we have to look at how things are being done at other places, and employ some of those best practices.

Mr. Malinowski stated he understands what Ms. Myers is saying. However, in past retreats, we are there, and we bring the people in. They are not necessarily from the area where the Retreat is held. If somebody has a best practice, we can certainly bring them to the location we decide to hold the Retreat. We are not holding a retreat in one location merely to go after best practices from that location.

Ms. Myers stated, for clarification, the Retreat should also include site visits, so you can go and see what has been done.

Ms. Terracio stated she agrees with Mr. Malinowski that the Council Retreat should be held close to home, if not at home, so that we can have input from our citizens as we consider the year ahead.

She stated she does like the idea of sending a Council delegation to another place where we get to meet with some of our counterparts. Ideally, we should be doing that at our conference. She would support us visiting all of these places, and coming back and holding a debriefing.

Ms. Dickerson stated, during the time she has served on this Council, we have had these discussions many times. If we really want to have the community engaged and involved, we have to have something planned, so we can know what we are giving them. If it going to be a Retreat where we engage the community, that is one thing, but if it is a Retreat where we are trying to gather information on various items, that is something else. She stated we have had a couple retreats here in Columbia, and from past experience they do not work. Half of the people do not show up, and it has not been successful. She inquired how the proposed locations were chosen because full Council did not have any input.

Ms. Kennedy stated she wholeheartedly agreed with Ms. Dickerson.

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

Present but Not Voting: Kennedy

The vote in favor was unanimous.

Mr. Livingston inquired how soon we will need to decide on a location in order to make reservations.

Ms. Roberts stated there is no deadline, per se, but the sooner the better because hotel and conference spaces fill up very quickly. There were two (2) tentative dates proposed for the Retreat; January 16-17 or January 23-24, so it would be helpful if Council had a preference, as she goes forward with securing a location.

Mr. Livingston requested Ms. Roberts to look at the availability at the different locations prior to the November 5th Council meeting.

Ms. Roberts stated the locations on the agenda have availability. She also checked a few places locally in Richland County. Council Chambers would be available. Parklane Adult Activity Center was not available. If there are any other suggestions, please let her know.

Ms. Newton stated she thinks we need to discuss what the objectives are for the Retreat, and what the objectives are for public involvement. For example, there is a desire to have the public participate. Her understanding of the way these meetings are held, there is not a forum during the Retreat for citizens to comment, even though they would be able to watch. If we are talking about doing site visits, consulting our calendars would not be enough. We would want to have information about what we might see were we to visit a different county or a location in Richland County. She would suggest, when we come back, we come back prepared to have a discussion about what it is we are trying to accomplish.

Ms. McBride stated we all want constituent involvement, but what is the purpose of the Retreat. Is it for us to pull back and get knowledge for ourselves, and look at all of the things that are going on? Is there a portion of it where we need the input from the constituents? We need to look at the purpose, and then, based on the purpose, we can determine what is appropriate and when we need to meet to involve others. We have our need to retreat to be together. We have the need for

constituent input. We have the need for exemplary programs and site visits, so we need to determine those needs, and define our purpose.

Ms. Dickerson stated we need to find out what the agenda is. We have to outline a great agenda, so we know how to plan. If we want citizens' input, she does not think 2 days will do it because we seldom have time to do what we need to do. She thinks Council members are going to have to have input into what the agenda is going to be.

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 – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. 19-019MA, Sherri Latosha McCain, RS-MD to OI (1.25 Acres), 250 Rabon Road, TMS # R17116-01-06 [THIRD 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) [THIRD READING]
- c. 19-036MA, Tiffany Harrison, RU to GC (27.54 Acres), Blythewood Road, TMS # R15100-01-04 [THIRD READING]

Ms. Dickerson moved, seconded by Ms. Newton, to approve the consent items.

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

The vote in favor was unanimous.

16. **THIRD READING ITEMS**

- a. 19-027MA, Phil Savage, RU to GC (8.23 Acres), Dutch Fork Road, TMS # R02501-03-22 (Portion) – Mr. Malinowski moved, seconded by Ms. Dickerson, to defer this item until Mr. Savage has satisfied the County ordinance requirements, and staff informs the Clerk's Office to place the item back on the agenda.

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

The vote in favor was unanimous.

- 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. Dickerson moved, seconded by Mr. Walker, to approve this item.

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

The vote in favor was unanimous.

- 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 – Mr. Jackson moved, seconded by Ms. Dickerson, to approve this item.

Ms. Dickerson stated she requested Mr. Ruble to follow up with the constituents in this area to ensure those that had objections had their concerns were address.

Mr. Ruble stated he had followed up with the constituents.

Mr. Malinowski questioned where it talks about administrative fees and how much we can ask for. He wanted to ensure we have a system in place that makes sure we get the administrative fees we are owed for the work done. He stated he has seen too many other things go by the wayside that are not followed up on. His other concern is in Exhibit "B" where it talks about an infrastructure credit. It says, the infrastructure credit "shall be in the amount of 15%". He inquired as to the dollar they are getting. On the \$3M investment, we are allowing them to invest, it seems it would not take much and we are going to end up paying for the infrastructure through the credits.

Mr. Ruble stated he does not have the spreadsheet in front of him. This item ran through EDC, and the spreadsheet was looked at back then. He stated a 15% credit is not a large credit, everything being considered. The company is off Veteran Road, and design robotic machines. It is a very good, small company, which is growing rapidly. He thinks the committee felt like the 15% credit was a small token considering the amount of growth they are doing.

Mr. Malinowski inquired if there is an agreement in place.

Mr. Ruble responded not that he was aware.

Mr. Malinowski inquired if we are willing to do this for \$3M.

Mr. Ruble responded in the affirmative. He stated it is a tough thing to try to help small companies.

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

The vote in favor was unanimous.

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- 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] – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski inquired if we have a certification date yet.

Mr. Ruble responded that they did not have a certification date.

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Mr. Malinowski inquired as to when we will get the certification date. According to Sec. 2.2 (b), “The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date.”

Mr. Ruble stated the way we structure that is that the Company will be invest in public infrastructure, in the course of their construction process. After the construction is completed, then they certify they have invested it back to the County, and they are reimbursed. Therefore, the certification will likely not take place for 2 – 3 years. He stated the Company does not get their incentive until after that time.

Mr. Malinowski inquired if this is strictly about infrastructure.

Mr. Ruble responded in the affirmative. The incentive is capped at the amount of the public infrastructure.

Mr. Malinowski stated that means we are ultimately paying for the infrastructure.

Mr. Ruble stated the Company is paying taxes. We are allowing them to pay less tax, and in doing so, they are investing in public infrastructure. We are encouraging them to invest in the County.

Mr. Malinowski stated we may be giving them credits, but we are ultimately we are paying for the entire infrastructure.

Mr. Ruble stated we are providing an incentive, but we are tying it to public infrastructure. Critics, to a program like this, would say we are lignin the pockets of out-of-town developers. We are ensuring that is not occurring. We are making sure the incentives the Company is receiving are directly tied to them investing in our community.

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

Opposed: Malinowski

The vote was in favor.

18. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Greenway Project Funding Alignment – Mr. Jackson stated as a result of the decision by Council at the last meeting, we needed to correct this item, and present it as a First Reading item.

Ms. Terracio stated, in these realignments, we want to make sure we are building greenways that connect people with places. At the same time, she wanted to check on the expertise we have in-house regarding greenways. It is important these projects are specialty projects, and they are treated as such. She inquired about what steps have been taken to ensure that we are hiring, or consulting with, individuals with greenway expertise.

Mr. Brown stated, to his knowledge, we do not currently have people on staff that would say they are greenway experts.

Ms. Terracio stated there are individuals in the community that are intimately associated with these projects, so she would hope that we would be working with those individuals.

Mr. Niermeier stated we are not hiring directly for an expert. Mr. Jeff McNesby has some experience with greenway projects in Beaufort County. Obviously, many of our OETs need to acquire that type of capability, if they are going to be designing these things. Additionally, through our staff augmentation, which will be in place in the next few weeks, if we need to reach out and find a particular expertise for a project, we will have that ability.

Mr. Malinowski stated the briefing document states the PDT has evaluated the remaining projects and submitted a recommendation. He inquired if Richland County staff has independently evaluated each of them.

Mr. Niermeier responded in the affirmative, and they concur with the recommendation.

Ms. Myers inquired if there was any public meetings/input on the Dutchman Boulevard Connector.

Mr. Niermeier stated, if he recalls correctly, they tried to track down a HOA, with that segment of the greenway, and he does not believe they were able to do so.

Ms. Myers stated, in places where we do not have HOAs, we put up signs and people come. She inquired if we did that in this instance.

Mr. Beaty responded, since the time of the referendum, the area that was identified for a potential greenway has been fully developed. There has been an apartment complex and industrial park constructed on the property that was identified. For that reason, they have not recommended any public involvement, or any further design be studied, because there is physically no place to put the greenway.

Ms. Myers inquired, if we decided, without any public involvement, to move the money somewhere else because there are buildings there now, considering this is a referendum project.

Mr. Beaty stated he does not think anything has been decided. They have recommended not to move forward with, but there is still the potential to put up signs and notify the public that nothing is going to happen in the vicinity.

Ms. Myers stated these are all a package; therefore, she wants to be clear that we use the same process for making changes to each one. If the same process was not followed, there may be some concern there has not been fairness about it, once we make the decision. She inquired if the same process was followed for all of the ones that we are making changes to.

Mr. Niermeier stated he could not answer that directly. About 4 – 5 months ago, he spoke at the Eau Claire Building and this was a topic of conversation for Smith/Rocky Branch. At that time, they talked about the three (3) segments, and how two (2) of them is untenable.

Ms. Myers stated she is in favor of making the changes and getting the greenways underway. She is not in favor of making the changes without consistent processes.

Mr. Niermeier stated a lot of this predates him, so he does not know the background for many of these projects.

Ms. Terracio stated, as we look at these realignments, and we know that some of the sections are anticipated to not have enough funding to build them, as they were originally conceived. She

inquired, if we have looked, as a County, into leveraging other funding sources (i.e. State and Federal).

Mr. Niermeier stated one of the tasks of the PDT, throughout its contract, has been to seek outside sources of funding. As we continue on, we will explore other opportunities, in conjunction with our Grants Department.

Ms. Terracio inquired; if we go through the process of three (3) readings and a public hearing does that trigger any dollars spent, in terms of new design fees.

Mr. Brown responded, as Council decides these are projects they want to continue with, if there are funding concerns, staff will look at other alternatives. He thinks this is one of the questions that is yet to be determined, as to which projects will be funded that may be short of funds, and which sources of funding will be available.

Mr. Niermeier stated no money is being spent on this until a decision has been made. Once those decisions are made they will be able to move forward with designs, permitting or right-of-way acquisition.

Mr. Jackson stated that all of these are good questions. He is certain that Mr. Niermeier has noted them, and when this comes back for 2nd Reading, he will be prepared to respond specifically to them.

Mr. Smith wanted to ensure Council was aware this was an amendment to 039-12HR, which is the Penny Tax Ordinance.

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

Opposed: Malinowski and Walker

Abstain: Dickerson and McBride

Present but Not Voting: Newton

The vote was in favor.

19. **OTHER ITEMS**

- a. Change Orders for CDBG-DR Rehabilitation Projects – Ms. Myers moved, seconded by Ms. Newton, to approve this item.

Mr. Malinowski inquired if this work has already been done.

Mr. Voignier stated this work has not been done. This will authorize funding for us to do the work.

Mr. Malinowski stated, it seems to him, the change orders, for the most part, tend to deal with the same, which is the HVAC system being a safety issue and not functioning properly. It seems we may have a major oversight in the bid process and who is saying out what is needed. For somebody to successfully receive a bid, and then come back with a 66% and 74%, respectively, in change orders, is not acceptable. We need to ensure these things do not continue to happen, and more attention is given to what needs to be done on this particular projects. Additionally, on one it says we are going

to remove and replace a 50-gallon electric water heater, then two lines down it says repair piping on water heater. If you are removing and replacing it, why are you now repairing it. He stated he would like to see the hours worked, in regard to the labor costs.

Ms. Teasdell stated, when it speaks about the water heater on the project at 1800 Suber, it is to remove the water heater and replace it, but the piping under the water heater was bad, as well, so that has to be replaced.

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

Opposed: Malinowski

Present but Not Voting: Jackson

The vote was in favor.

- b. FY20 – District 7 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item.

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

Present but Not Voting: Jackson

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Terracio, to reconsider this item.

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

Present but Not Voting: Jackson and Walker

The motion for reconsideration failed.

- c. FY20 – District 9 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item.

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

Present but Not Voting: Jackson

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Terracio, to reconsider this item.

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

Present but Not Voting: Jackson and Walker

The motion for reconsideration failed.

- d. FY20 – District 3 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item.

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

Present but Not Voting: Jackson

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Terracio, to reconsider this item.

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

Present but Not Voting: Jackson and Walker

The motion for reconsideration failed.

- e. FY20 – District 10 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item.

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

Present but Not Voting: Jackson

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Terracio, to reconsider this item.

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

Present but Not Voting: Jackson and Walker

The motion for reconsideration failed.

20. **EXECUTIVE SESSION** – Mr. Malinowski moved, seconded by Ms. Kennedy, to go into Executive Session.

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

Present but Not Voting: Jackson and Livingston

The vote in favor was unanimous.

Council went into Executive Session at approximately 7:35 PM and came out at approximately 8:08 PM

Mr. Jackson moved, seconded by Ms. Dickerson, to come out of Executive Session.

Special Called Meeting

October 15, 2019

12

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

Present but Not Voting: Terracio, Kennedy and McBride

The vote in favor was unanimous.

- a. Economic Development/Contractual – No action was taken.
- b. Electronic Monitoring and Home Detention – Ms. Myers moved, seconded by Ms. Terracio, that the County's current contract with Offender Management Services and the Addendum be extended for and additional year.

Mr. Malinowski stated he would like to know why, as we get near the end of contracts, all of a sudden it is hurry up and vote to give us what we need because we cannot have it lapse. He inquired as to who is responsible to know this contract will expire October 31st. It seems Council should have had this in front of them at the end of September to give those that have questions and opportunity to get their answers. He inquired if this is the only company that offers this service, and how many of those that are monitored remain within the boundaries. In addition, he inquired as to how many monitors the County is currently paying for. He stated he believes in due process, and you are innocent until proven guilty; however, want about the victims because there are many of these people, which have these monitors, are committing other crimes. He stated we need some statistical data before we move forward with another contract, to spend taxpayers' monies, that we do not have the answers. We are going to spend the money, for those that cannot afford it, and encourage them to possibly continue to commit crimes because it is not coming out of their pocket.

Ms. Myers stated, for the record, she does not believe that people who are out of jail, and are under ankle monitoring are, by definition, committing other crimes.

Mr. Malinowski stated he spoke with the Sheriff's Department, and they are the ones that told him that people out on ankle monitors actually do commit other crimes. In addition, he spoke with some individuals that had been directly affected by this company, as well as attorneys who have been engaged with this company. They described this company as individuals that have been rude and unprofessional, and we need to be careful in how we are spending taxpayer money to pay for something.

Ms. Myers amended her motion to include that the services be competitively procured in time for the service provider awarded the new contract to be in place before the expiration of the coming year.

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

Opposed: Malinowski and Walker

Present but Not Voting: Jackson, Kennedy and McBride

The vote was in favor.

21. **MOTION PERIOD** – There were no motions.
22. **ADJOURNMENT** – The meeting adjourned at approximately 8:14 PM.

Special Called Meeting
October 15, 2019

13



Richland County Council

ZONING PUBLIC HEARING
October 22, 2019 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Geo Price, Tommy DeLage, Ashley Powell, Kimberly Williams-Roberts, Clayton Voignier, Larry Smith, Leonardo Brown, Ashiya Myers, Stacey Hamm, Jennifer Wladischkin, Sandra Haynes, Judy Carter, John Thompson, Chris Eversmann, Angela Weathersby and Brian Crooks

- II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.
- III. **ADDITIONS/DELETIONS TO THE AGENDA** – Mr. Price stated the applicant for Case # 19-025MA has requested a deferral.
- IV. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. Dickerson, to adopt the agenda as published

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

Present but Not Vote: Manning

The vote in favor was unanimous.

V **MAP AMENDMENTS (Public Hearing)**

1. 19-025MA
Patrick S. Noh
RU to GC (6.26 Acres)
10668 Two Notch Road
TMS # R25900-07-01 & R25800-03-04 [FIRST READING]

Mr. Jackson moved, seconded by Mr. Walker, to defer this item until the November Zoning Public Hearing.

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

The vote in favor was unanimous.

2. 19-037MA
Fredine McNeal & John E. Mender
OI to RS-MD (1.04 Acres)
5718 Miramar Drive
TMS # R11711-05-07 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. McBride moved, seconded by Ms. Dickerson, to approve this item.

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

The vote in favor was unanimous.

3. 19-032MA
Charlotte Huggins
RU to RC (2.8 Acres)
10510 & 10512 Garners Ferry Road
TMS # R30600-02-16 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The citizens chose not to speak at this time.

The floor to the public hearing was closed.

Ms. Newton moved, seconded by Mr. Walker, to approve this item.

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

Abstain: Malinowski

The vote in favor was unanimous with Mr. Malinowski abstaining from the vote.

4. 19-038MA
Keith McNair
PDD to RS-LD (2.8 Acres)
Jacob Mill Pond Road
TMS # R25810-03-09 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The citizen chose not to speak at this time

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

5. 19-047MA
Krystal Martin
LI to RM-HD (2.4 Acres)
10539 Farrow Road
TMS # R17500-02-18 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

VI. **OTHER BUSINESS** – No other business.

VII. **ADJOURNMENT** – The meeting adjourned at approximately 7:08 PM.



Richland County Council

SPECIAL CALLED MEETING

October 22, 2019

Immediately Following Administration & Finance Committee Meeting

Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Kim Williams-Roberts, John Thompson, Ashiya Myers, Larry Smith, Michael Niermeier, Ashley Powell, Angela Weathersby and Leonardo Brown

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:53 PM.

Ms. Dickerson moved, seconded by Ms. Myers, to recess the Special Called Meeting until after the Zoning Public Hearing.

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

Opposed: Manning and Walker

Present but Not Voting: Malinowski

The vote was in favor.

The Special Called Meeting was recessed at approximately 6:51 PM and reconvened at approximately 7:09 PM

Ms. Myers moved, seconded by Mr. Walker, to reconvene the Special Called Meeting.

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

Present but Not Voting: Terracio, Newton, Manning and Dickerson

The vote in favor was unanimous.

2. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. Dickerson, to adopt the agenda as published.

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

Abstain: Malinowski

Present but Not Voting: Manning

The vote in favor was unanimous with Mr. Malinowski abstaining from the vote.

3. **RC vs. SCDOR – PENDING LITIGATION UPDATE** – Ms. Myers moved, seconded by Ms. Newton, to go into Executive Session.

In Favor: Newton, Myers and Livingston

Opposed: Terracio, Malinowski, Manning and Walker

Abstain: Jackson, Dickerson and McBride

The motion failed.

Ms. Myers moved, seconded by Mr. Livingston, to adjourn the meeting.

Mr. Manning moved, seconded by Mr. Malinowski, to reconsider the motion to go into Executive Session.

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

Abstain: Jackson and Dickerson

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

Ms. Newton moved, seconded by Ms. Terracio, to go into Executive Session.

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

Opposed: Malinowski and Walker

Abstain: Jackson

Present but Not Voting: Manning and Dickerson

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 7:18 PM and came out at approximately 8:58 PM

Ms. Dickerson moved, seconded by Ms. Terracio, to come out of Executive Session.

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

Opposed: Manning

The vote was in favor of coming out of Executive Session.

Ms. Myers moved, seconded by Mr. Walker, to instruct Richland County's Legal Department, Administration and Finance staffs to take all actions consistent with the discussions regarding SCDOR litigation in Executive Session, and to report back to Council at our next meeting, or sooner, if necessary, to provide guidance as to possible next steps, recommendations, actions and remedies.

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

Special Called Meeting

October 22 2019

2

Opposed: Manning

The vote was in favor.

4. **ADJOURNMENT** – The meeting adjourned at approximately 8:59 PM



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

October 17, 2019

Stacey Hamm
Director of Finance
Richland County
2020 Hampton Street
Columbia, SC 29204-1002

Dear Ms. Hamm:

We are pleased to notify you that your 2018 fiscal year end comprehensive annual financial report (CAFR) qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. Congratulations for having satisfied the high standards of the program. We hope that your example will encourage others in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements are enclosed. We want to strongly encourage the recommended improvements be made in the next report, and that the report be submitted to the program within six months of your next fiscal year end. Certificate of Achievement Program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. The written responses should provide details about how each item is addressed within this report. These responses will be provided to those Special Review Committee members participating in the review. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

When a Certificate of Achievement for Excellence in Financial Reporting is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA is enclosed for the preparer as designated on the application.

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive a plaque in about 10 weeks. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a Certificate of Achievement may include a reproduction of the Certificate in its immediately subsequent CAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year.

Over the course of the year, we are anticipating some changes to our application process. We will still be asking governments for the same documents we asked for in the past, but we are encouraging electronic submissions to cafrprogram@gfoa.org and expect to be making other changes going forward. We will keep members informed of any changes via email, and application instructions will be updated on our website.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

10/17/2019

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Richland County** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
Richland County, South Carolina



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morill

Date October 17, 2019

2020 COUNCIL MEETING DATES



MONTH/DATE	MEETING TYPE/TIME
JANUARY:	
7	REGULAR SESSION – TBA
TBA	COUNCIL RETREAT
FEBRUARY:	
11	REGULAR SESSION – 6:00 PM
18	REGULAR SESSION – 6:00 PM
25	COMMITTEES – 5:00 PM
25	ZONING PUBLIC HEARING – 7:00 PM
MARCH:	
3	REGULAR SESSION – 6:00 PM
17	REGULAR SESSION – 6:00 PM
24	COMMITTEES – 5:00 PM
24	ZONING PUBLIC HEARING – 7:00 PM
APRIL:	
7	REGULAR SESSION – 6:00 PM
21	REGULAR SESSION – 6:00 PM
28	COMMITTEES – 5:00 PM
28	ZONING PUBLIC HEARING – 7:00 PM
MAY:	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
21	COMMITTEES – 5:00 PM
21	ZONING PUBLIC HEARING – 7:00 PM
JUNE:	
2	REGULAR SESSION – 6:00 PM
16	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM

JULY:	
14	SPECIAL CALLED – 6:00 PM
21	REGULAR SESSION – 6:00 PM
28	COMMITTEES – 5:00 PM
	ZONING PUBLIC HEARING – 7:00 PM
AUGUST – 25 or 31	
SEPTEMBER:	
15	SPECIAL CALLED – 6:00 PM
22	REGULAR SESSION – 6:00 PM
29	COMMITTEES – 5:00 PM
29	ZONING PUBLIC HEARING – 7:00 PM
OCTOBER:	
6	REGULAR SESSION – 6:00 PM
20	REGULAR SESSION – 6:00 PM
27	COMMITTEES – 5:00 PM
27	ZONING PUBLIC HEARING – 7:00 PM
NOVEMBER:	
10	SPECIAL CALLED – 6:00 PM
17	REGULAR SESSION – 6:00 PM
19	COMMITTEES – 5:00 PM
19	ZONING PUBLIC HEARING – 7:00 PM
DECEMBER:	
8	REGULAR SESSION – 6:00 PM
15	SPECIAL CALLED – 6:00 PM
17	COMMITTEES – 5:00 PM
17	ZONING PUBLIC HEARING – 7:00 PM

☀ Meeting Dates are subject to change and/or additional dates may be added.

☀ Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets the first Mondays of each month. Please contact the Planning Department at (803) 576-2190 or planningcommission@rcgov.us for further information.

Visit our Website at www.richlandcountysc.gov for updated information.

For more information, please contact the Clerk of Council’s Office at (803) 576-2060.



Richland County Sheriff's Department

LEON LOTT
Sheriff

October 14, 2019

The Honorable Council Chair Paul Livingston
2020 Hampton Street
Columbia, SC 29201

Dear Council Chair Livingston

The United States Attorney's Office for the District of South Carolina has been awarded federal funding to provide the Richland County Sheriff's Department with a Special Assistant United States Attorney. The funding will be for one (1) year and I am asking for your assistance in creating a position, contingent on the funding, by the US Attorney's Office. Both the US Attorney's Office and my Department agree that the position will no longer exist when the funding is no longer provided. The US Attorney's Office and Atlanta-Carolinas High Intensity Drug Trafficking Area Investigations understands that there will be no expense to Richland County and will be covering the salary and personnel services for the position in full. There will be no operating expenses to Richland County for this temporary position.

The attorney will be employed by the Richland County Sheriff's Department and will be cross-designated as a Special Assistant United States Attorney. The attorney filling the position will be assigned a variety of narcotics and narcotics related criminal investigations and prosecutions under the High Intensity Drug Trafficking Area (HIDTA) initiative.

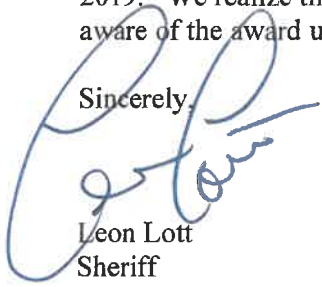
The High Intensity Drug Trafficking Areas (HIDTA) program, created by Congress with the Anti-Drug Abuse Act of 1988, provides assistance to Federal, State, local, and tribal law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the United States.

The purpose of the program is to reduce drug trafficking and production in the United States by:

- Facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities;
- Enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies;
- Providing reliable law enforcement intelligence to law enforcement agencies to facilitate the design of effective enforcement strategies and operations; and
- Supporting coordinated law enforcement strategies that make the most of available resources to reduce the supply of illegal drugs in designated areas of the United States and in the nation as a whole.

Please assist me in having this position created so that we can start the new employee on November 18, 2019. We realize that this request is outside the normal budgetary process, however we did not become aware of the award until well after Council had approved the biennium budget for FY20/21.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Leon Lott', is written over the word 'Sincerely,'.

Leon Lott
Sheriff

LL:swp

Cowan, Chris

From: Cowan, Chris
Sent: Thursday, October 10, 2019 4:31 PM
To: Cowan, Chris
Subject: HIDTA Position

From: "Salter, Daniel" <dsalter@achidta.org>
Date: October 10, 2019 at 2:56:59 PM EDT
To: "Lott, Leon" <LLOTT@RCS.D.NET>
Cc: "Salter, Daniel" <dsalter@achidta.org>
Subject: RE: RE:

Sheriff Lott,

Please accept this e-mail as confirmation for available funding for the Special Assistant United States Attorney (SAUSA) for the District of South Carolina responsible for Atlanta-Carolinas High Intensity Drug Trafficking Area Investigations (AC-HIDTA.) Funding is an awarded federal grant, approved by Congress, administered by the Office of National Drug Control Policy (ONDCP) with an reimbursable agreement between Richland County and the AC-HIDTA.

Contingency: Both parties understand that this Agreement will not be renewed or be effective beyond the first twelve (12) months unless the Atlanta-Carolinas HIDTA receives funding for the fiscal year in which the renewal or extended term falls. The AC-HIDTA has received funding for the SAUSA through December 31, 2020.

The AC-HIDTA authorizes a reimbursable payment to Richland County for the SAUSA annual salary of \$88,000 total. No expenses in excess of \$88,000 will be reimbursed by the AC-HIDTA for this position. Payments will be made in equal installments, consistent with the accounts payable practices of Richland County.

When we go live, our Financial Manager can get with your folks and walk them through our reimbursable procedures...it is simply an invoice.

Hope this is what you needed. Talk to you soon.

Dan R. Salter
Executive Director
AC-HIDTA

Richland County Council Request for Action

Subject:

19-037MA
Fredine McNeal & John E. Mender
OI to RS-MD (1.04 Acres)
5718 Miramar Drive
TMS # R11711-05-07

Notes:

First Reading: October 22, 2019
Second Reading:
Third Reading:
Public Hearing: October 22, 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 # R11711-05-07 FROM OFFICE AND INSTITUTIONAL DISTRICT (OI) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD); 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 # R11711-05-07 from Office and Institutional District (OI) to Residential Single-Family Medium Density District (RS-MD).

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: October 22, 2019
First Reading: October 22, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

Richland County Council Request for Action

Subject:

19-032MA
Charlotte Huggins
RU to RC (2.8 Acres)
10510 & 10512 Garners Ferry Road
TMS # R30600-02-16

Notes:

First Reading: October 22, 2019
Second Reading:
Third Reading:
Public Hearing: October 22, 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 # R30600-02-16 FROM RURAL DISTRICT (RU) TO RURAL COMMERCIAL DISTRICT (RC); 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 # R30600-02-16 from Rural District (RU) to Rural Commercial District (RC).

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: October 22, 2019
First Reading: October 22, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

Richland County Council Request for Action

Subject:

19-038MA
Keith McNair
PDD to RS-LD (2.8 Acres)
Jacobs Mill Pond Road
TMS # R25810-03-09

Notes:

First Reading: October 22, 2019
Second Reading:
Third Reading:
Public Hearing: October 22, 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 # 25810-03-09 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO RESIDENTIAL SINGLE-FAMILY LOW DENSITY DISTRICT (RS-LD); 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 # 25810-03-09 from Planned Development District (PDD) to Residential Single-Family Low Density District (RS-LD).

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: October 22, 2019
First Reading: October 22, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

Richland County Council Request for Action

Subject:

19-040MA
Krystal Martin
LI to RM-HD (2.4 Acres)
10539 Farrow Road
TMS # R17500-02-18

Notes:

First Reading: October 22, 2019
Second Reading:
Third Reading:
Public Hearing: October 22, 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 # 17500-02-18 FROM LIGHT INDUSTRIAL DISTRICT (LI) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD); 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 # 17500-02-18 from Light Industrial District (LI) to Residential Multi-Family High Density District (RM-HD).

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: October 22, 2019
First Reading: October 22, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 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 a Public Infrastructure Credit Agreement to provide for public infrastructure credits to Ballpark, LLC; and other related matters

Notes:

First Reading: October 15, 2019

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 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: November 5, 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 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
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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
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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°33'46"W for a distance of 259.08' to an IPINF; thence proceeding S33°59'43"W for a distance of 50.12' to an IPF; thence, proceeding N56°02'02"W for a distance of 124.66' to an IPF; thence, proceeding S33°12'17"W for a distance of 89.47' to an IPF; thence, proceeding S35°20'14"W for a distance of 148.32' to an IPINF; thence proceeding S35°01'13"W for a distance of 39.64'; thence proceeding S33°03'47"W for a distance of 11.49'; thence proceeding S35°05'09"W for a distance of 50.30'; thence proceeding S34°36'07"W for a distance of 50.00'; thence proceeding N55°49'02"W for a distance of 2.98' to an IPINF; thence proceeding S33°39'15"W for a distance of 166.06' to an IPINF; thence turning and proceeding N56°00'42"W for a distance of 357.27' to an IPF; thence proceeding N54°46'51W for a distance of 62.55' to an IPINF; thence turning and proceeding N34°04'49"E for a distance of 465.14; thence turning and proceeding N70°34'54"W for a distance of 63.37'; thence N52°57'06"W for a distance of 105.00'; thence proceeding N50°37'06"W for a distance of 132.54'; thence turning and proceeding N83°16'06"W for a distance of 88.24'; thence turning and proceeding N33°52'19"E for a distance of 300.12'; thence proceeding N30°02'39"E for a distance of 240.80' to an IPINS located at Dreyfus Road; thence turning and proceeding along Dreyfus Road N88°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°47'17"E for a chord distance of 114.59' and an arc distance of 114.79'; thence proceeding S85°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°40'37"E for a chord distance of 127.17' and an arc distance of 127.52'; thence proceeding S59°01'48"E for a distance of 150.54'; thence S59°01'48"E for a distance of 50.00'; thence S59°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)	165,000
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)	95,000
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
Comer; Bus & USC Shuttle Stop/Shelter	10,000
Total Traffic Signal & Bus Stop/Shelter	140,000
Professional Services Allocation (Legal & Civil Engineering)	
Legal Allocation	10% 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	Not 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% Public Infrastructure 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 cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's Public Infrastructure costs.

The Company is eligible to receive the Public Infrastructure Credit for a period of up to 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment in connection with the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative, total amount of the Public Infrastructure Credit equals the Public Infrastructure costs.

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

Richland County Council Request for Action

Subject:

An Ordinance Amending Ordinance 039-12HR, the Ordinance Authorizing the one percent (1%) Transportation Sales and Use Tax; so as to amend the projects list as it relates to greenways

Notes:

First Reading: October 15, 2019

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING ORDINANCE 039-12HR, THE ORDINANCE AUTHORIZING THE ONE PERCENT (1%) TRANSPORTATION SALES AND USE TAX; SO AS TO AMEND THE PROJECTS LIST AS IT RELATES TO GREENWAYS.

Pursuant to the authority 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 1. Findings and Determinations. The County Council (the “County Council”) of Richland County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-37-10, Code of Laws of South Carolina 1976, as amended, the County enacted Ordinance 039-12HR (the “Transportation Penny Ordinance”) which includes a projects list (the “Projects List”).

(b) The Projects List includes fifteen (15) greenway projects (the “Greenway Projects”) as a part of the Bike/Pedestrian/Greenway projects section.

(c) The Greenway Projects have a total funding amount of \$20,970,779. One project has been completed, and one project is in the final stages of construction. The thirteen (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

(d) The County Council has evaluated the recommendations of the Program Development Team and the Richland County Conservation Commission and has determined that in order to complete as many of the remaining Greenway Projects, and portions thereof, as possible with the remaining dedicated funds, the County will need to reallocate funds within the Greenway Projects.

(e) The County Council finds that all of the amendments provided herein are consistent with the intent of the Transportation Penny Ordinance and will integrate well with the current conditions and characteristics of the County.

SECTION 2. Amendments to Greenway Projects. Pursuant to the above findings and determinations, the Greenway Projects are hereby amended as provided herein, and for the reasons provided in conjunction:

1. Gills Creek Ph. A; Gills Creek Ph. B.; Gills Creek Ph. C.

Original plans - \$2,246,160; \$2,785,897; \$344,667 (\$5,376,724)

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.

Gills Creek B is an approximate 5.8 mile greenway with trails and boardwalks along a tributary to Gills Creek from Wildcat Creek to Leesburg Rd.

Gills Creek C is planned as a 3,000' greenway with trails and boardwalks extending from Forest Drive to Quail Lane.

Amended plan/amount – Remove Gills Creek B (\$2,785,897) and Gills Creek C (\$344,667) from the Projects List; and reallocate funding from both sections to Gills Creek A. Extend Gills Creek A to Timberlane Dr., or as appropriate, and allow for additional coordination with ongoing October 2015 flood mitigation efforts. Total new allocated amount for Gills Creek A - \$5,376,724.

Reasons for amendment – The County sent out 600 resident surveys in the affected areas. Gills Creek B and C received very little support and mainly negative comments. Most residents favored Gills Creek A, as amended (on the west side.)

2. Smith\Rocky Branch Ph. A; Smith\Rocky Branch Ph. B; Smith\Rocky Branch Ph. C

Original plans – \$431,183; \$1,415,316; \$901,122 (\$2,747,621)

The project scope is a greenway with trails and boardwalks that will border Smith Creek and Rocky Branch.

Smith\Rocky Branch A is 4,400' and would run from the Three Rivers Greenway to Clement Rd. along Smith Creek.

Smith\Rocky Branch B is 4,700' and would run from Clement Rd. to Colonial Dr. along Smith Creek.

Smith\Rocky Branch C is 1.70 miles and would run from Granby Park to Gervais St. along Rocky Branch

Amended plan/amount - Remove Smith\Rocky Branch A (\$431,183) and Smith\Rocky Branch B (\$1,415,316) from the Projects List; and reallocate funding from both sections to Smith\Rocky Branch C. Design Smith\Rocky Branch C from Olympia Park to Granby Park. Total new allocated amount for Gills Creek C - \$2,747,621.

Reasons for amendment – The City of Columbia has coordinated with a developer who has committed to constructing a portion of Smith\Rocky Branch 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 Smith\Rocky Branch A and B to Smith\Rocky Branch C such that the greenway constructed by the developer could be continued to the Congaree River and connect with the existing Granby Park greenway.

3. Crane Creek Ph. A; Crane Creek Ph. B; Crane Creek Ph. C

Original plans - \$1,541,816; \$460,315; \$793,908 (\$2,796,039)

Crane Creek A is about 2.10 miles and runs from Monticello Rd. along Crane Creek to the Three Rivers Greenway terminus at the City of Columbia canal headworks along the Broad River.

Crane Creek B extends 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.

Crane Creek 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.

Amended plan/amount - Remove Crane Creek A (\$1,541,816) and Crane Creek C (\$793,908) from the Projects List; and reallocate funding from both sections to Crane Creek B. Design Crane Creek B to provide connectivity to the existing Three Rivers Greenway from the neighborhoods along Clement and Duke Roads. Total new allocated amount for Gills Creek C - \$2,796,039.

Reasons for amendment – The County hosted, through the PDT, a public meeting regarding Crane Creek A, B and C. 39 citizens attended. Of the 35 comments received, over half favored Section B. Sections A and B did not have sufficient public support.

4. Columbia Mall Greenway

Original plans - \$648,456

Amended plan/amount – No amendment.

5. Polo\Windsor Lake Connector; Dutchman Boulevard Connector

Original plans - \$385,545; \$105,196 (\$490,741)

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 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. 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.

Amended plan/amount – Remove Dutchman Blvd. Connector (\$105,196) from the Projects List; and reallocate funding to Polo/Windsor Lake Greenway. Total new allocated amount for Gills Creek C - \$490,741.

Reasons for amendment – The parcels needed to complete the Dutchman Blvd. Connector have been developed since the Transportation Penny Ordinance passed. The Polo/Windsor Lake Greenway is underfunded and needs additional funds for completion.

6. Woodbury\Old Leesburg Connector

Original plans - \$116,217

The Woodbury/Old Leesburg Greenway is a 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.

Amended plan/amount – Remove Woodbury\Old Leesburg Connector (\$116,217) from the Projects List.

Reasons for amendment – Aerial photographs and site visits do show a pathway where people have used this proposed route, most likely for offroad 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.

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chair
Richland County Council

ATTEST THIS ____ DAY OF
_____, 2019

Michelle Onley
Deputy Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:



MEMORANDUM

10/21/2019

To: Leonardo Brown, MBA, CPM, County Administrator
From: Michael Niermeier, MPA, PMP, Richland County Transportation
David Beaty, P.E., Program Manager, Richland County Program Development Team
Cc: John Thompson, Ph.D., MBA, CPM, Assistant County Administrator
Subj: Response to Administrative Memorandum 10-2(2019)

In response to the subject memorandum, the following information is provided.

1. Greenway Expertise:

- a. What steps have been taken to ensure the County hires staff with greenway expertise?
Response: Greenway expertise was not a requirement for our current hiring actions. However, one of our current project managers has worked with pre-construction design of our current greenway projects, another has inspected and managed construction on the Three Rivers Greenway, while another has worked greenway projects in Beaufort County.
- b. If there is not staff expertise, will the County contract consultants with greenway expertise?
Response: Should the Staff require greenway expertise, we will have access to our On-call Engineering Teams as well as subject matter expertise through our staff augmentation contract.

2. PDT project evaluations and recommendations:

- a. Has Richland County Staff also independently evaluation those projects (greenways)?
Response: Yes, Staff has reviewed and concurred with PDT recommendations

3. Public input related to Dutchman Boulevard Connector Greenway:

- a. What public meeting was held?
Response: This project was ranked last of the 15 greenways. Therefore, no development, to include public involvement, has occurred yet. To date Council has directed that no development occur on specific greenway projects due to public input or otherwise. If and when Council make a decision on modifying, realigning funds or dropping certain segments of projects through three readings and a public hearing,



this office will coordinate a press release to notify the public of the change in referendum ordinance.

4. Project Alignment and Funding:

- a. Has Richland County Staff examined leveraging other funding sources to augment the projects that are not fully funded?

Response: Yes. The PDT has previously identified and assisted in obtaining outside funding to include federal and state funds. There is the potential for County staff to pursue additional funding for other projects including greenways.

- b. Does the realignment automatically lead to “dollars spent” for new design fees, etc?

Response: Most projects within the Program have had some level of design performed to date, so the realignment would require additional design fees if projects scopes were changed. In addition, some projects have had right-of-way obtained that may now not be required dependent upon scope changes.

Respectfully,

Michael A. Niermeier

Michael Niermeier





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.

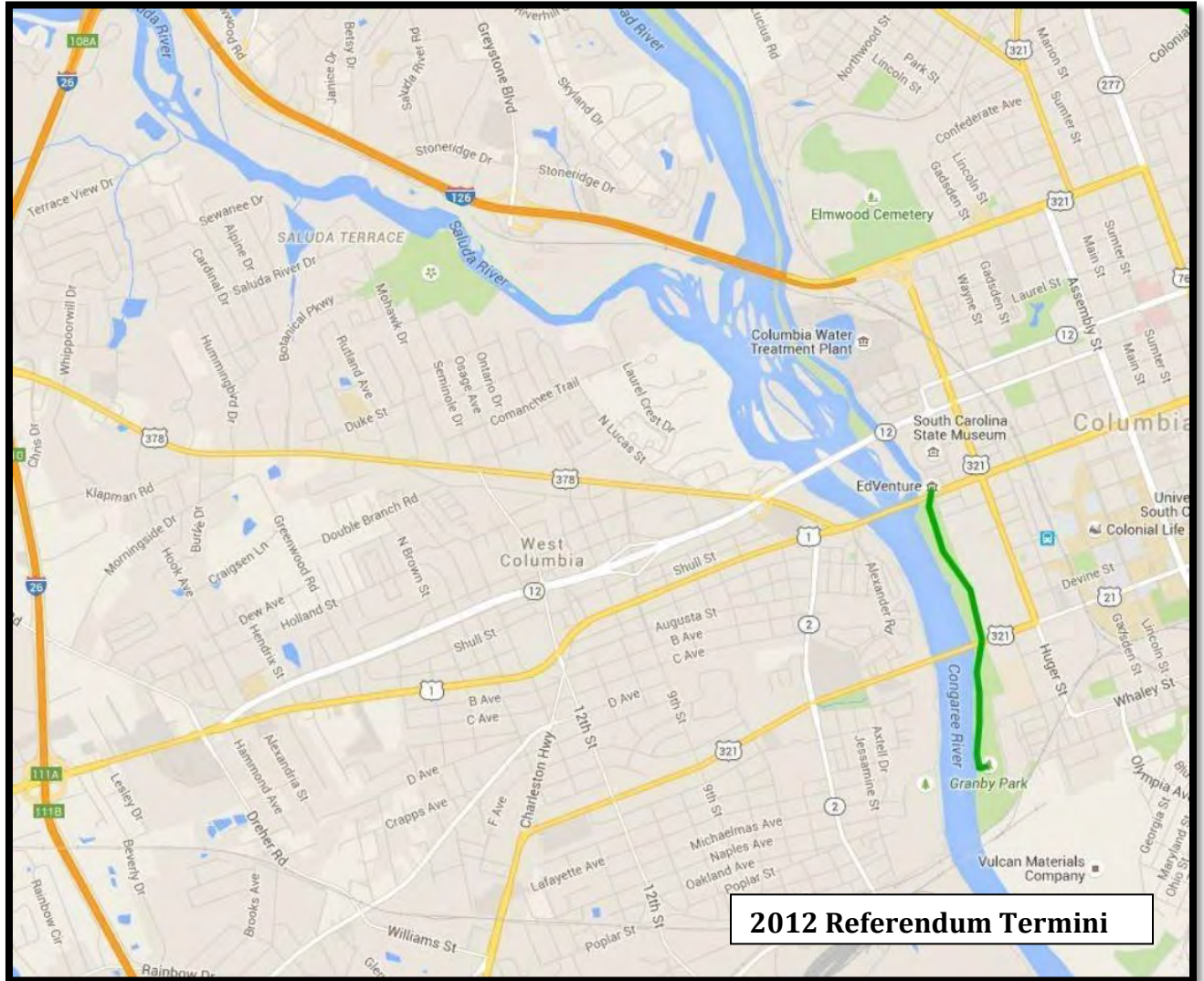
Columbia Mall Greenway

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

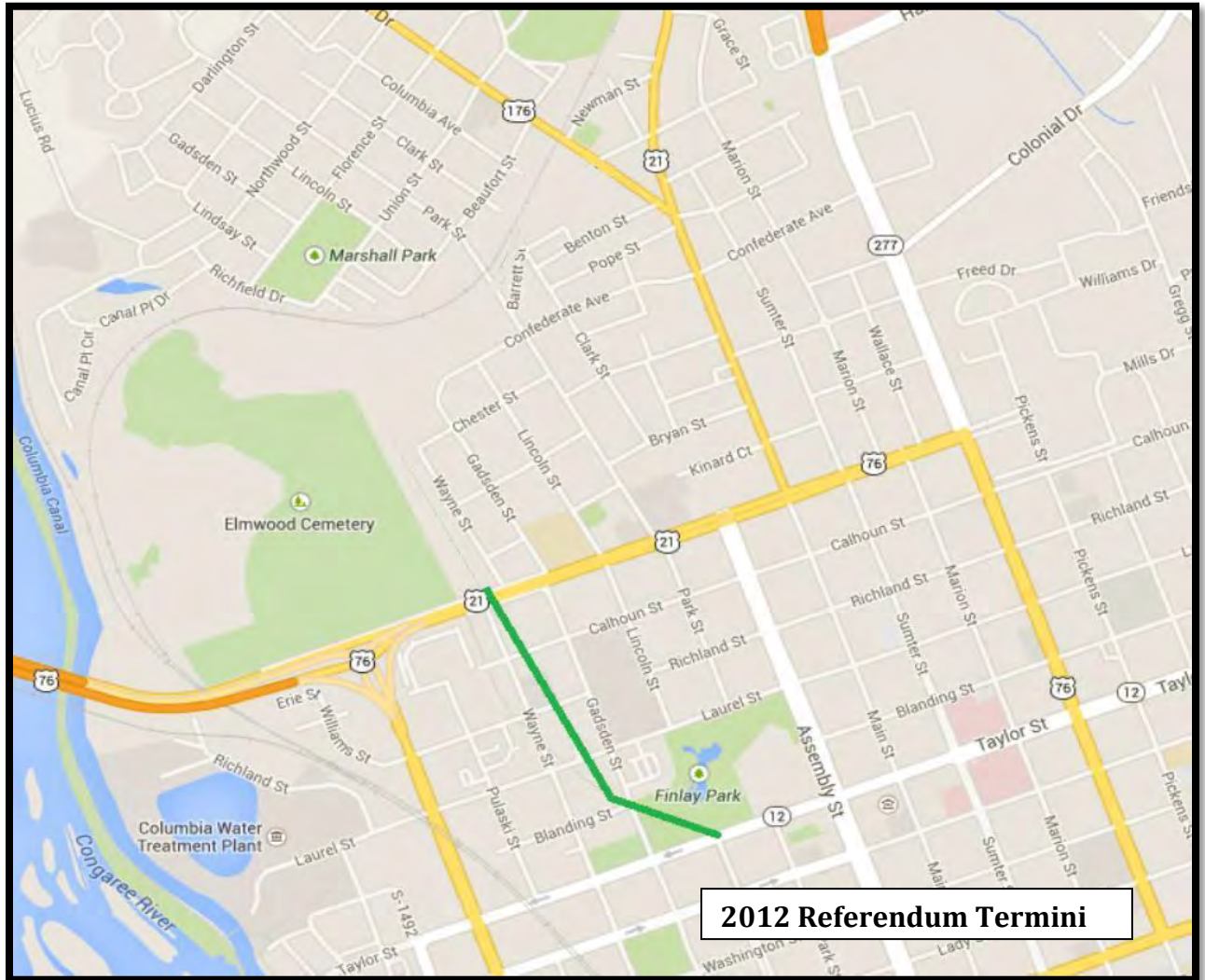
Length: 3.2 Miles

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

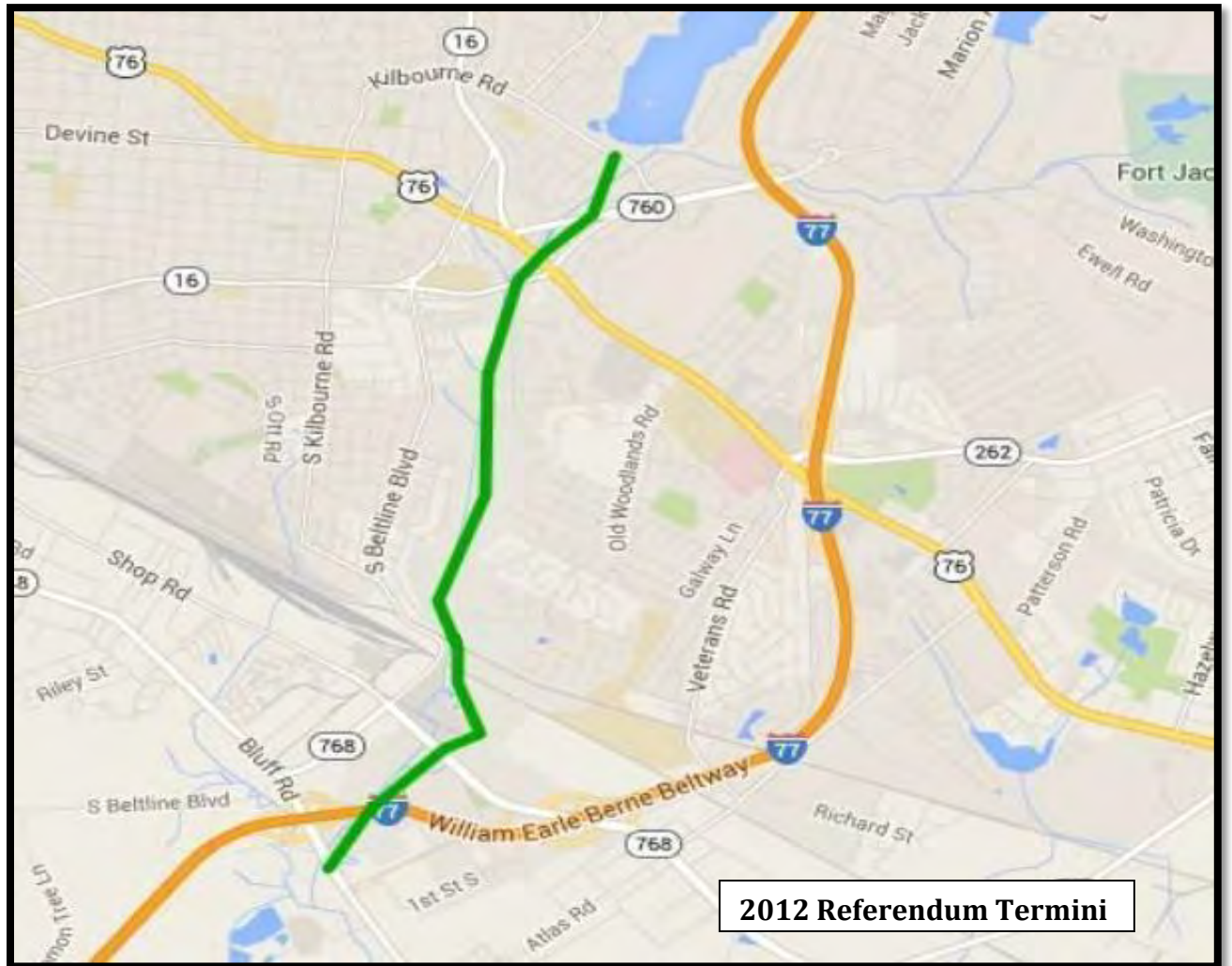
Length: 3,100 feet

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

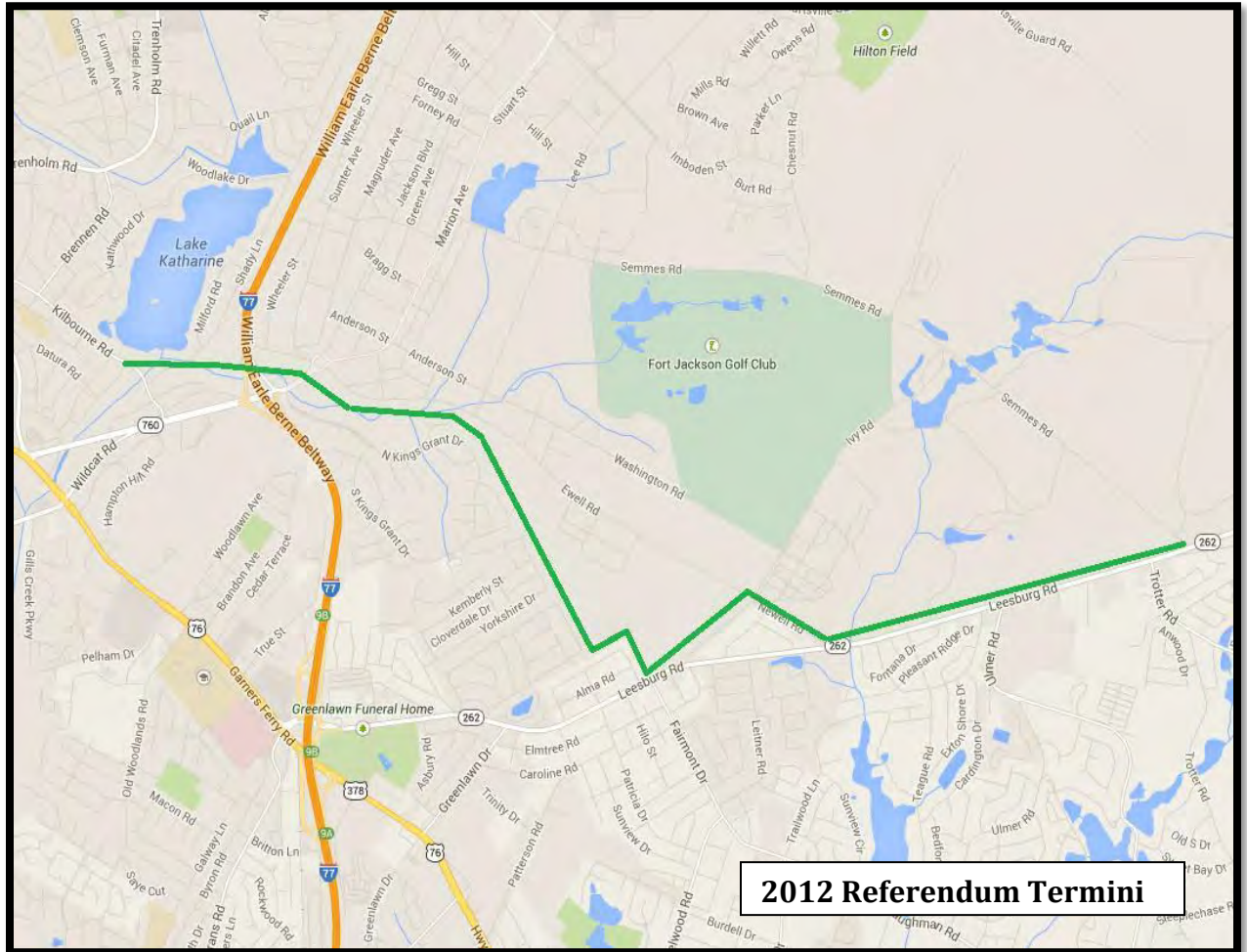
Length: 4,400 feet

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

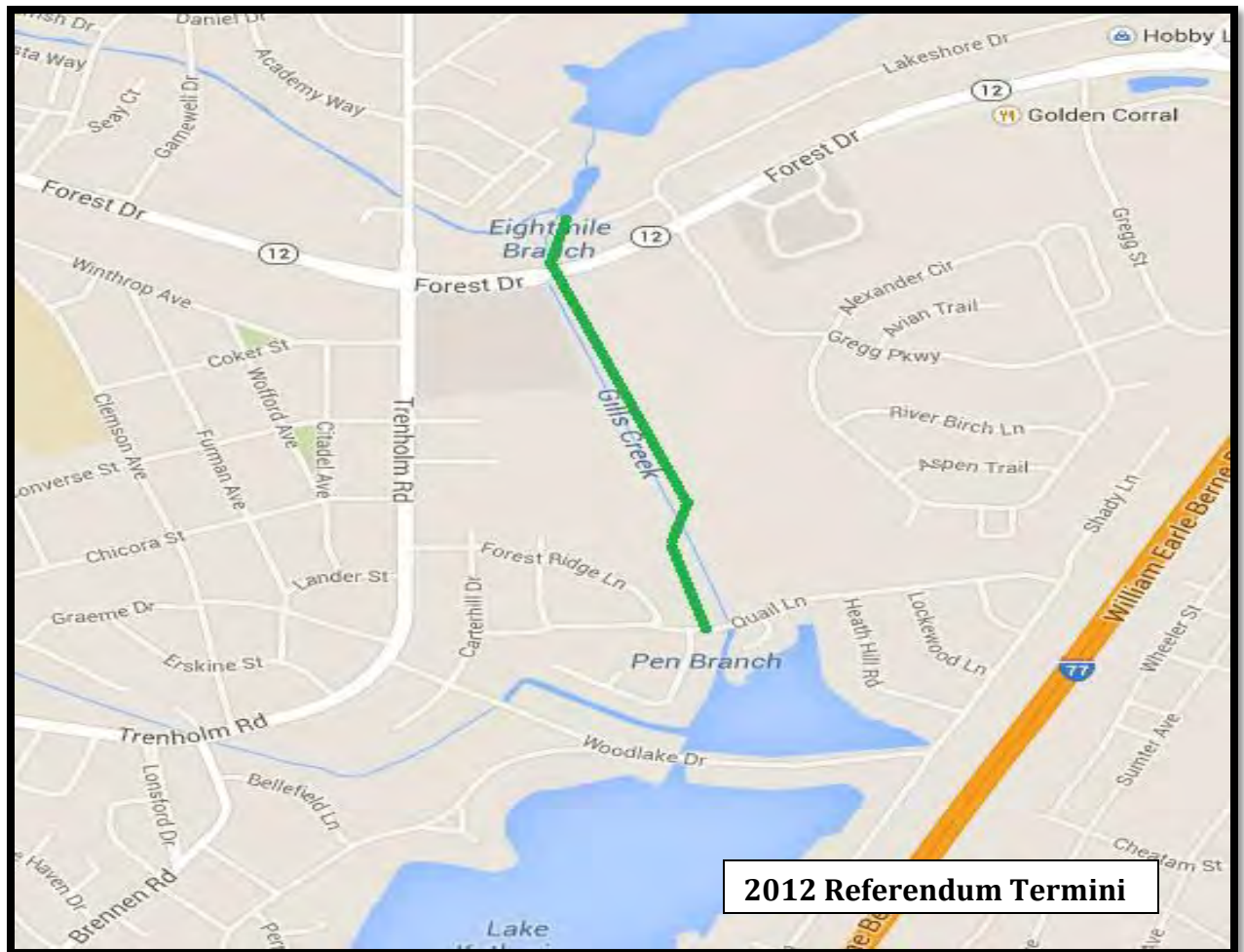
Length: 5.38 Miles

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

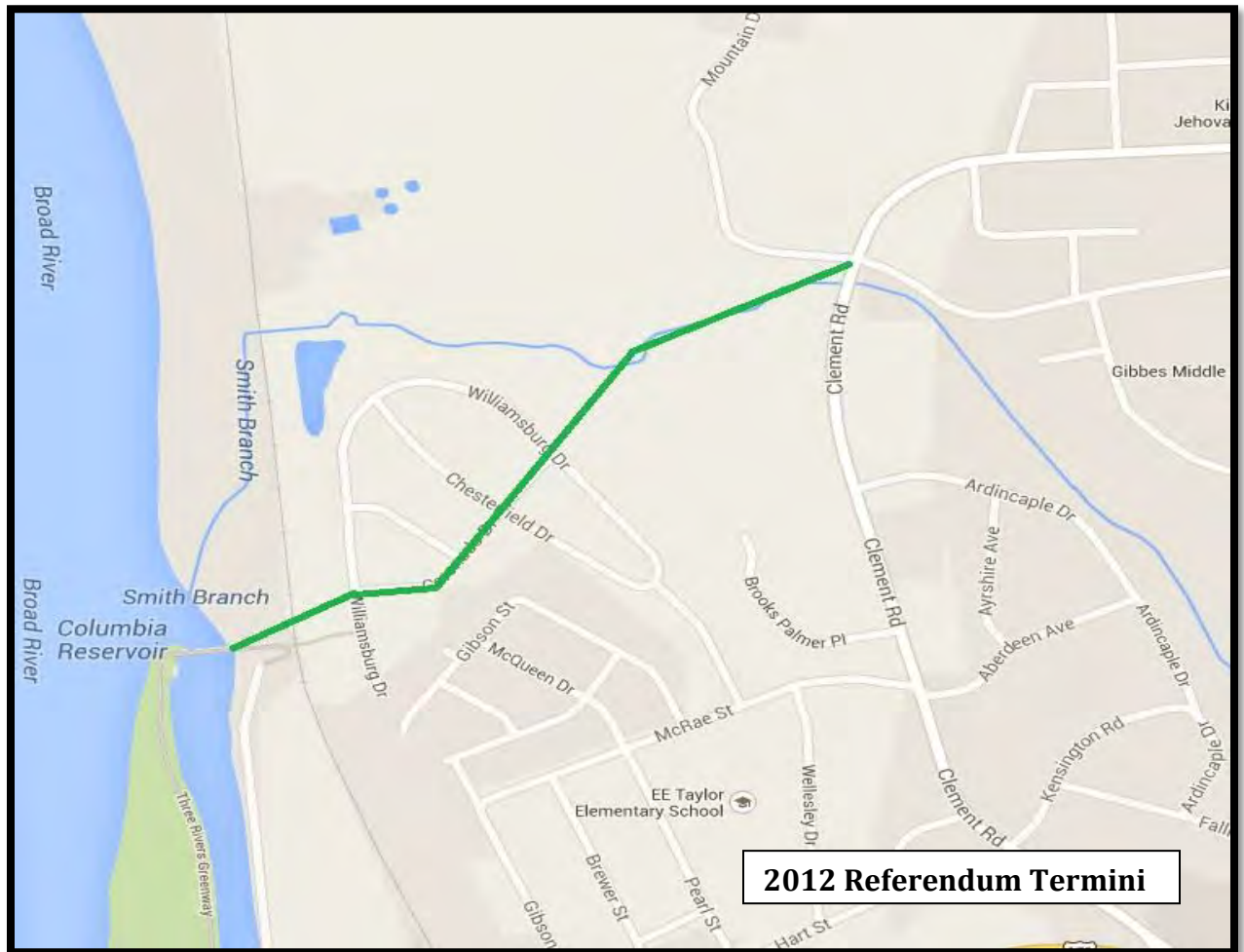
Length: 3,000 feet

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

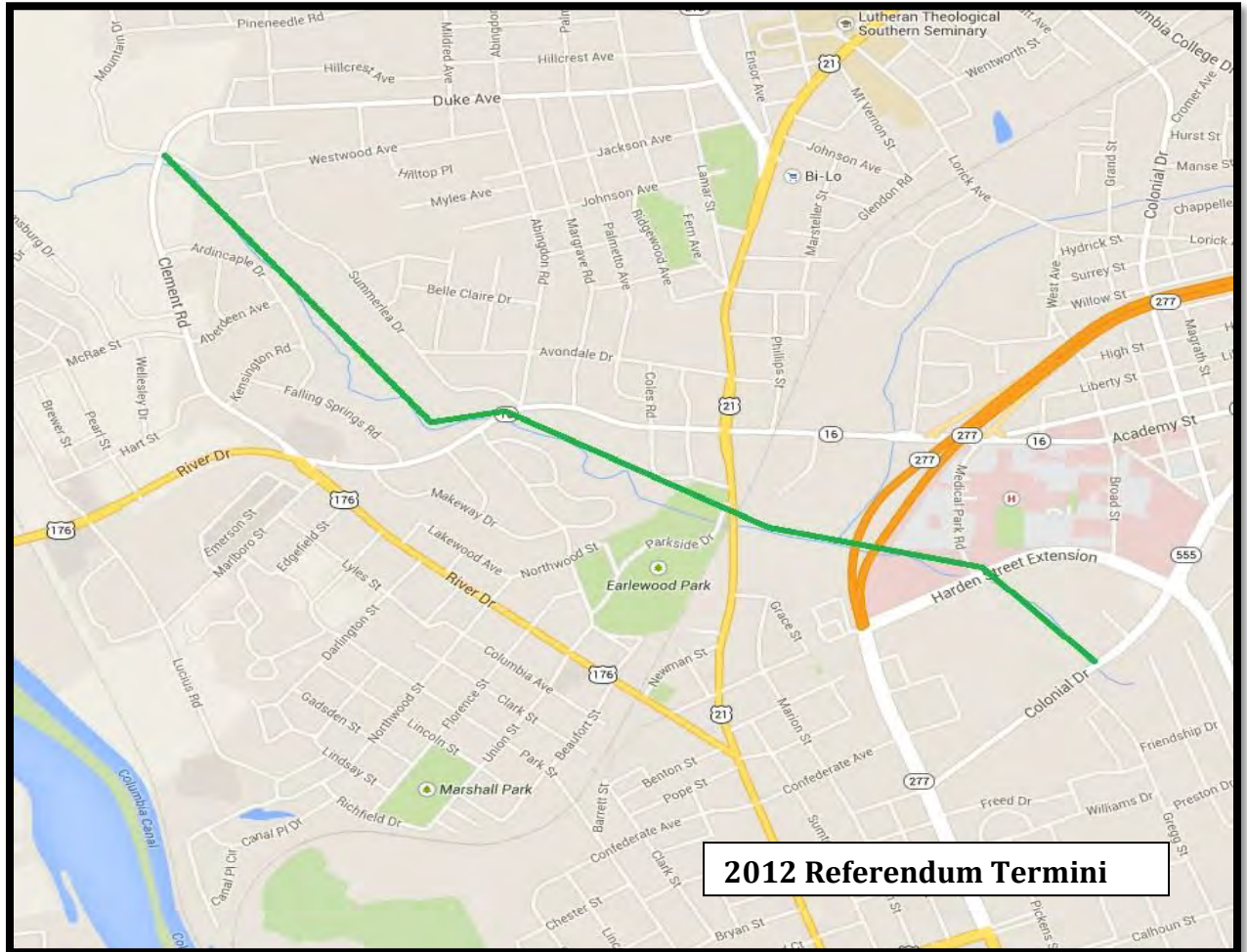
Length: 4,400 feet

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

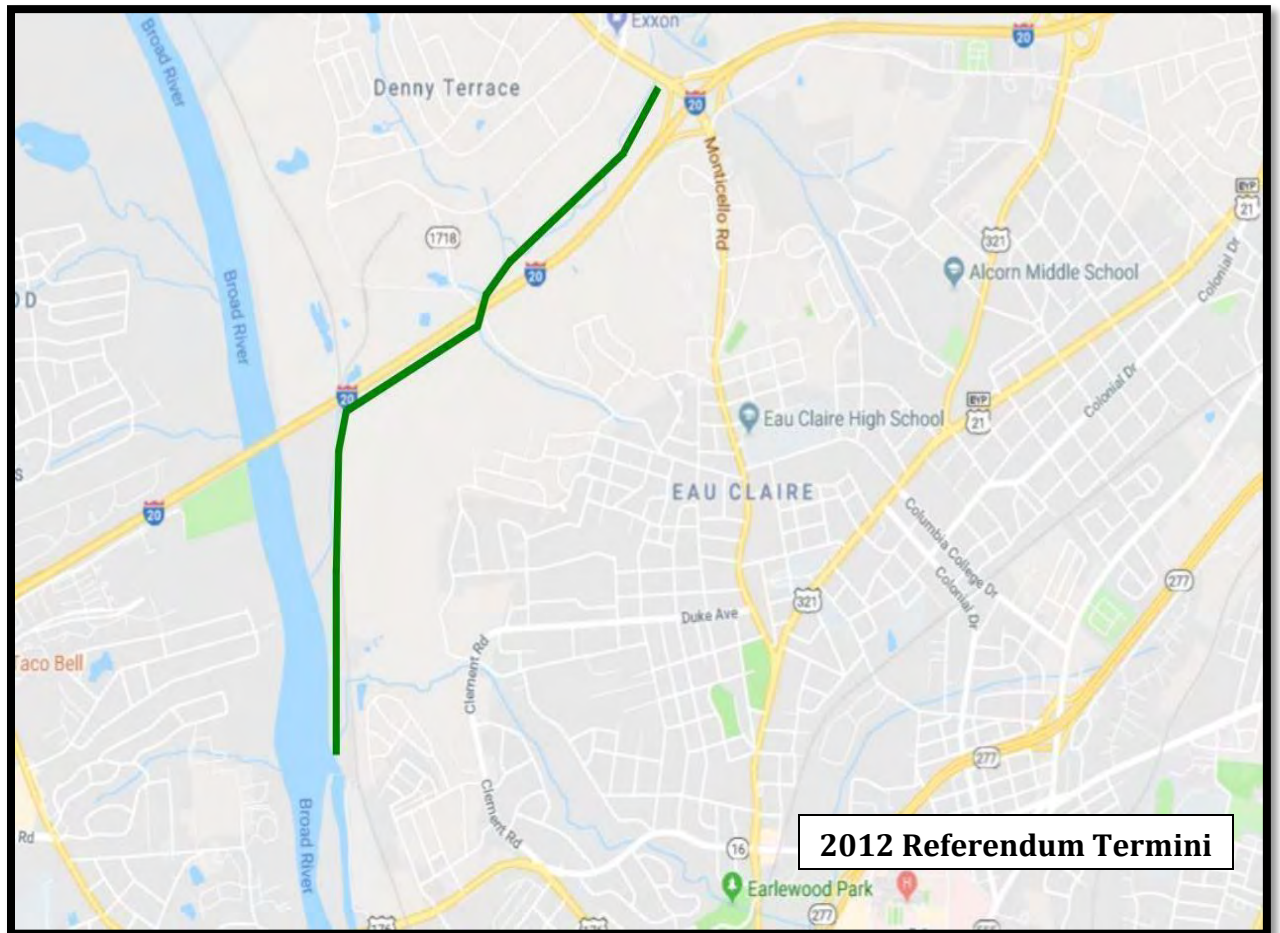
Length: 1.7 Miles

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

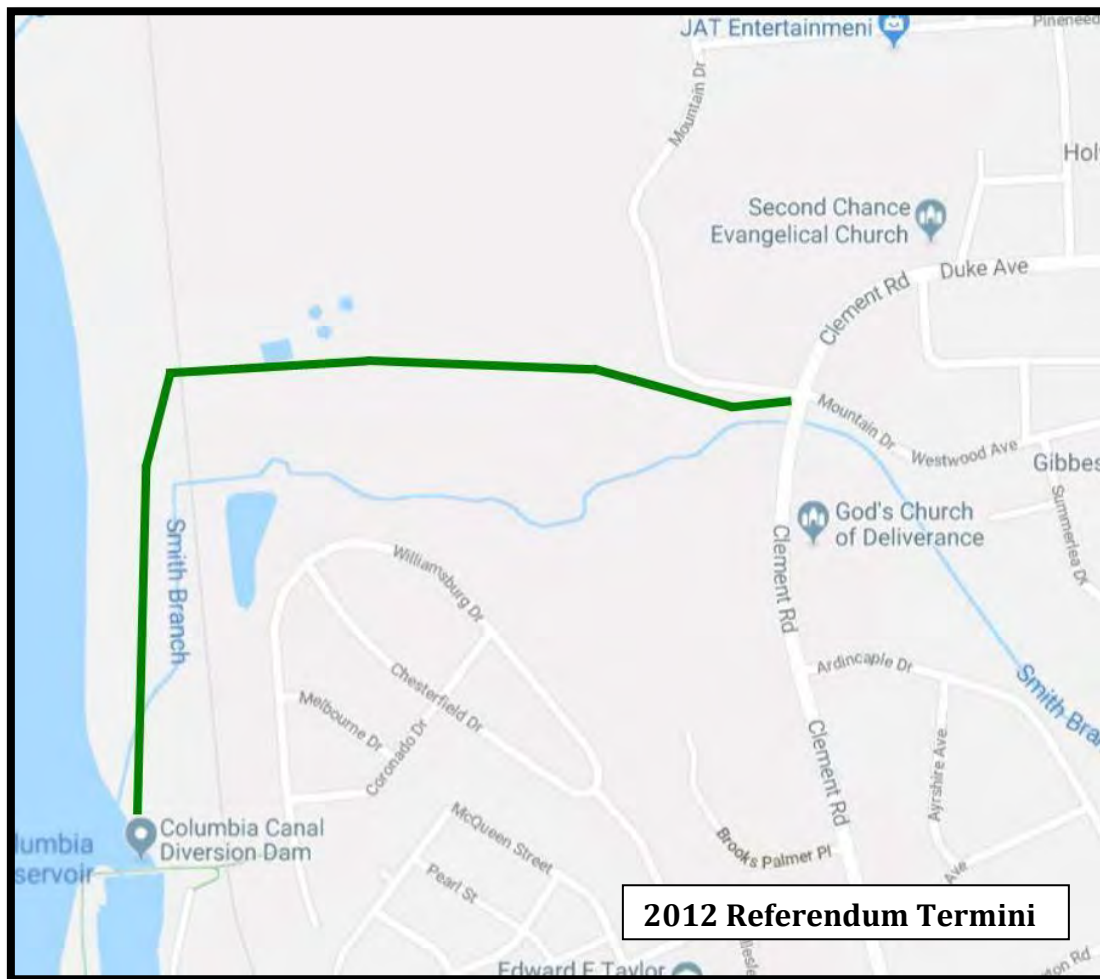
Length: 2.10 Miles

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

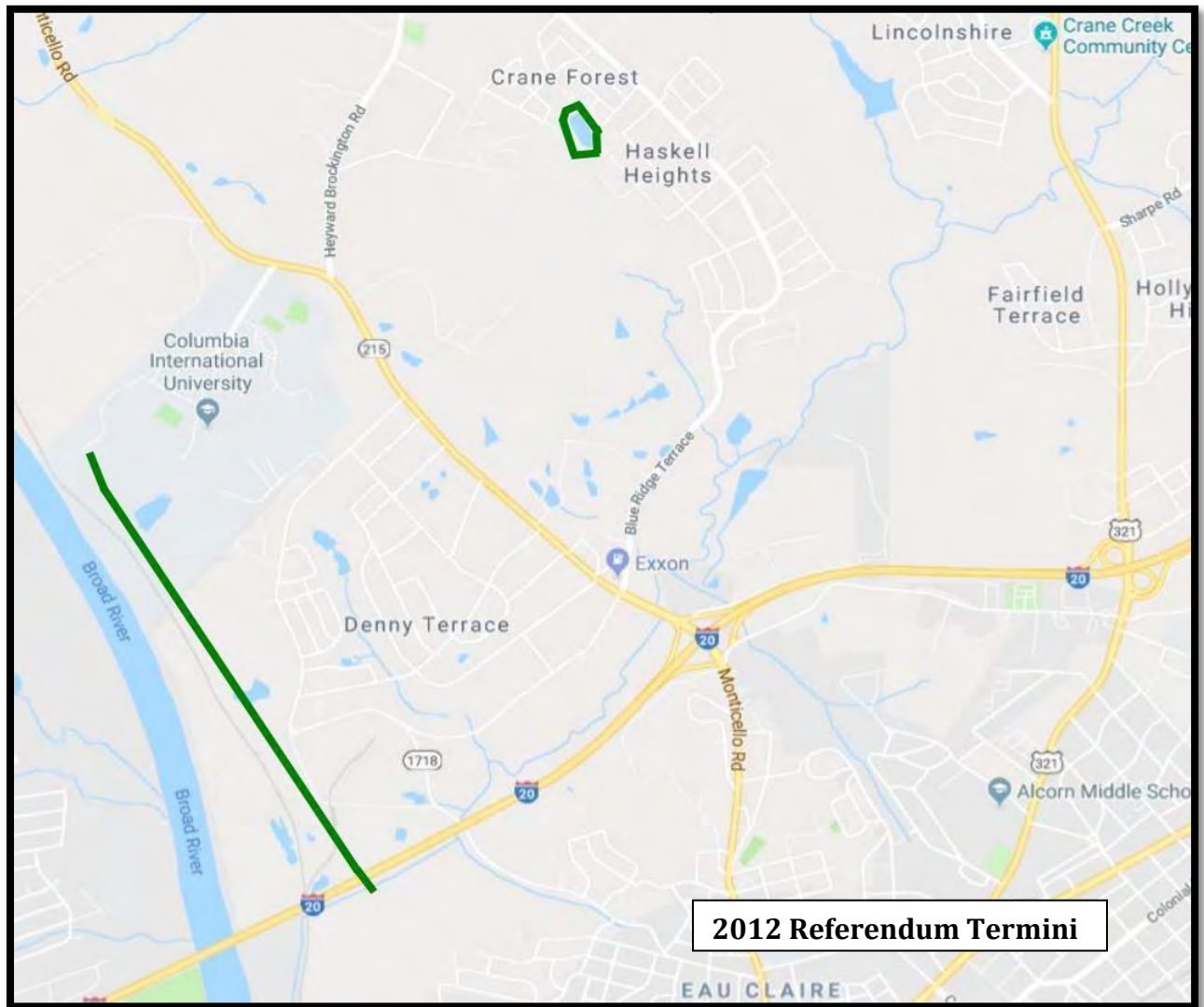
Length: 4,000 feet

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

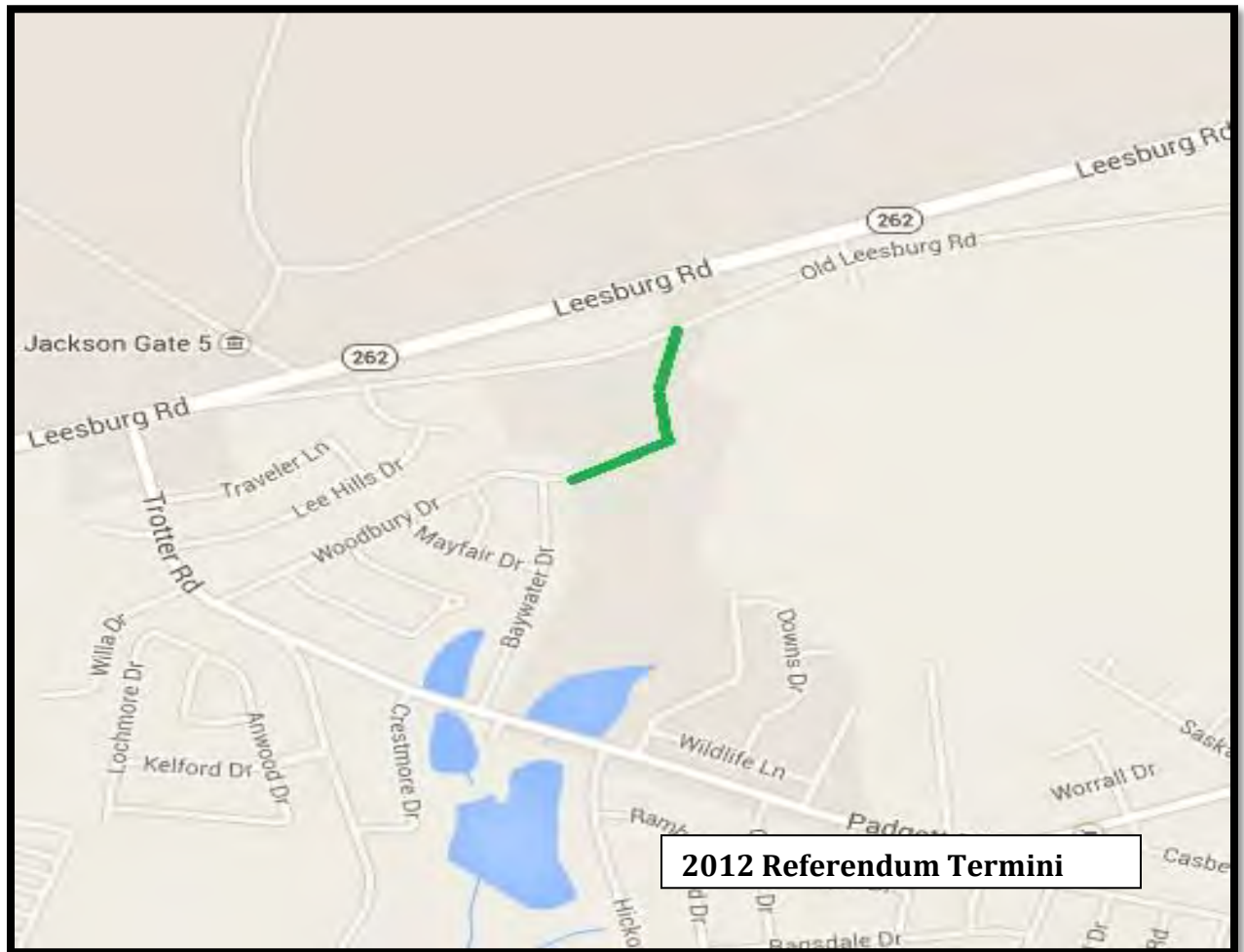
Length: 2,000 feet

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 Council Request for Action

Subject:

An Ordinance providing for the issuance and sale of Utility System Revenue Bonds of Richland County, South Carolina, and other matters relating thereto

Notes:

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

Richland County Council Request for Action

Subject:

An Ordinance providing for the issuance and sale of not exceeding \$35,000,000 Utility System Revenue Bonds, Series 2020, of Richland County, South Carolina, for the expenditure of the proceeds thereof, for the payment of said bonds, and other matters relating thereto

Notes:

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

Richland County Council Request for Action

Subject:

Quitclaim Deed for Right-of-Way – 1300 Block of Marion Street – Lofts Apartments

Notes:

October 22, 2019 – The committee recommended Council approve the quitclaim deed.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Elizabeth McLean, Deputy Attorney
Department: County Attorney’s Office
Date Prepared: October 14, 2019 **Meeting Date:** October 22, 2019

Budget Review	James Hayes via email	Date:	October 15, 2019
Finance Review	Stacey Hamm via email	Date:	October 15, 2019
Other Review:		Date:	
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Quitclaim Deed for Right-of-Way (1300 Block of Marion Street-Lofts Apartments)		

Recommended Action:

The County Attorney’s Office staff does not have a recommendation as this is a policy decision.

Motion Requested:

1. Move to approve the quitclaim deed; or,
2. Move to deny the quitclaim deed.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact.

Motion of Origin:

There is no associated Council motion of origin. This item was heard in executive session at the request of petitioners. At Council’s request, the item was referred to committee.

Council Member	
Meeting	
Date	

Discussion:

Pursuant to discussions with attorneys Christian Rogers and Robert Lewis, who represent the owners of 1321 Lofts Apartments, this item is before council. Research shows a former private 8' 8" wide right-of-way (the "ROW") in the name of Richland County extending Westward from Marion Street for approximately 141 feet, and located in the current parking lot serving the residential apartments located at 1321 Lady Street in Columbia, also known as 1321 Lofts Apartments

Capitol Places VI Owner, LLC, granted an historic preservation easement to the Historic Columbia Foundation in December of 2013 to preserve the historic facade of the building located on this property. In its review of the easement transaction, the Internal Revenue Service has questioned whether or not the ROW was still in existence as a public right of way at the time the easement was granted, thereby affecting owner's ability to grant the easement.

It appears that (a) the ROW was a private right-of-way appurtenant to the adjacent properties, and was never a public right-of-way, (b) all properties adjacent to the ROW were acquired by a single owner prior to the date of the easement, and have been owned by Capitol Places VI Owner, LLC since November 20, 2019, and (c) the common ownership of all such adjacent parcels vested 100% ownership of the right-of-way itself in the common owner of the adjacent parcels, thereby eliminating any other party's interests in the ROW.

In order to eliminate any remaining uncertainty regarding this issue, and in order to clarify the status of title to the ROW as of November 20, 2013, Capitol Places VI Owner, LLC is requesting that the County confirm and acknowledge that it does not claim any interest in the ROW, nor does the County claim any public right to access or use the ROW, and that it has not claimed any such interest in the ROW or the Property since November 20, 2013. In order to confirm and clarify the record, a quitclaim deed has been attached for this purpose.

Attachments:

1. Letter from Christian Rogers
2. Quitclaim Deed
3. Deeds in chain of title

ROGERS LEWIS

ATTORNEYS AT LAW

Christian L. Rogers
Direct: (803) 403-8820
crogers@rogerslewis.com

July 18, 2017

Johnathan E. Chambers
Land Development Administrator
City of Columbia – Planning and Development Services
1136 Washington Street
Columbia, SC 29201

Re: 1321 Lady Street Building Permit

Dear Mr. Chambers:

I am writing to follow up on our meeting and discussion last Friday morning regarding my client's project at 1321 Lady Street. I understand the City is requesting clarification that my client, Capitol Places VI Owner, LLC, owns the right of way shown in the 2001 tax maps as an 8' 8" alleyway into my client's parking lot from the Marion Street side of the property (the "ROW"). In our meeting on Friday, I provided you with our full title search for the past 60 years, which shows conveyances of the entire property as a single parcel, including the alleyway under warranty deeds going back to the 1980's when several parcels were consolidated under common ownership into one large parcel of property. The past several plats have shown the consolidated parcel as one combined parcel including the alleyway.

With many of the very old deeds in the chain of title being illegible, it has been difficult for us to assemble an uninterrupted chain of title that can be deciphered. However, as I noted before, we believe the only owner in the chain of title that could potentially have a claim to the underlying title to the alleyway, if any, is Harris Realty Company, which does not appear to be in existence any longer. Harris Realty Company conveyed all of its various parcels out to subsequent owners in the 1930's and 1940's. All of the smaller parcels that once made up the combined parcel my client now owns held a right of way for use of the alleyway in common with the other adjacent parcel owners. South Carolina Insurance Company, as a prior owner in the chain of title of the combined parcel, acquired all of those parcels based on our review of the title, which we believe merged title, eliminated the right of way and vested unencumbered fee simple ownership in the owner of the combined parcel. My client has title policies dating back to 2006 insuring its title to the entire parcel also.

This issue is now putting our project in jeopardy as it is delaying our building permit and putting our project funding at risk. I have provided you with the chain of title showing the conveyance through 4 owners of this combined parcel under warranty deeds that include the alleyway in the fee simple title description. These deeds predate the 2001 tax maps that you sent me showing a

Johnathan E. Chambers
July 18, 2017
Page 2 of 2

gore in the property where the alleyway once was. We do not feel we have any title problem given the passage of time, the continued adverse possession my client and its predecessors in title have exercised over this property, and the lack of any claim by any party to ownership of fee simple title to the alleyway. At this time, we are asking you to conclude your review of this matter and approve the issuance of the building permit. Please let us know as soon as possible what else we can provide you with to conclude your review of this matter.

Sincerely,

Rogers Lewis Jackson Mann & Quinn, LLC



Christian L. Rogers
Member

Cc: Thomas J. Pioreschi
H. Lee Mashburn, Jr.
Robert B. Lewis, Esq.

ROGERS LEWIS

ATTORNEYS AT LAW

Christian L. Rogers
Direct: (803) 403-8820
crogers@rogerslewis.com

September 30, 2019

Attn: Larry Smith, Esq.
County of Richland, South Carolina
Via email: smithla@rcgov.us

Re: Former Right of Way extending Westward from Marion Street – 1300 Block

Dear Mr. Smith:

Pursuant to our phone discussions, I have previously provided you with information and documents regarding the former private 8' 8" wide right-of-way (the "ROW") extending Westward from Marion Street for approximately 141 feet, and located in the current parking lot serving the residential apartments located at 1321 Lady Street in Columbia, also known as 1321 Lofts Apartments. As we discussed, my client, Capitol Places VI Owner, LLC, granted an historic preservation easement to the Historic Columbia Foundation in December of 2013 to preserve the historic façade of the building located on this property. In its review of the easement transaction, the Internal Revenue Service has questioned whether or not the ROW was still in existence as a public right of way at the time the easement was granted, thereby affecting my client's ability to grant the easement.

Based upon our review, our firm has determined that (a) the ROW was a private right-of-way appurtenant to the adjacent properties, and was never a public right-of-way, (b) all properties adjacent to the ROW were acquired by a single owner prior to the date of the easement, and have been owned by Capitol Places VI Owner, LLC since November 20, 2019, and (c) the common ownership of all such adjacent parcels vested 100% ownership of the right-of-way itself in the common owner of the adjacent parcels, thereby eliminating any other party's interests in the ROW.

In order to eliminate any remaining uncertainty regarding this issue, and in order to clarify the status of title to the ROW as of November 20, 2013, we are requesting that the County confirm and acknowledge that it does not claim any interest in the ROW, nor does the County claim any public right to access or use the ROW, and that it has not claimed any such interest in the ROW or the Property since November 20, 2013. In order to confirm and clarify the record, I have prepared and attached a quitclaim deed for this purpose. I ask that you please review this document with the appropriate parties and return it to me fully executed by an authorized signor for the County, with appropriate witness and acknowledgement signatures, so that I may record it as soon as possible.

Larry Smith, Esq.
September 30, 2019
Page 2 of 2

My client and I sincerely appreciate the County's assistance in this matter and look forward to your response. Should you have any questions or need any further clarification, please let me know.

Sincerely,

Rogers Lewis Jackson Mann & Quinn, LLC



Christian L. Rogers
Member

Recording Requested By and
When Recorded Mail to:

Christian L. Rogers, Esq.
Rogers Lewis Jackson Mann & Quinn, LLC
Post Office Box 11803
Columbia, South Carolina 29211

(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) ***QUITCLAIM DEED***

WHEREAS, Grantee has been in possession of the below described property (the “Property”) since November 20, 2013 pursuant to a deed from Capitol Places VI, LLC, recorded in Book 1910 at Page 3943 of the Richland County Register of Deeds Office;

WHEREAS, a former tax map of the property shows a gap, gore, or right of way, extending westward from Marion Street into the Property, that originated as a private right of way for the benefit of a land-locked parcel previously owned by Grantor, and wholly contained within the Property;

WHEREAS, such gap, gore, or right of way shown on the former tax map has raised questions about the Grantee’s title to the Property from the time it obtained possession to present.

WHEREAS, for the purposes of confirming that Grantor has had no interest, private or public in nature, in or to the Property, whatsoever, since at least November 20, 2013, when Grantee obtained possession of such Property, Grantor desires to quitclaim all interest Grantor has in the below described property to Grantee.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that **The County of Richland, South Carolina** ("Grantor"), for and in consideration of the sum of Five Dollars (\$5.00) and no other monetary consideration, and the quit-claiming of any interest in the property described below to Grantee, in hand paid at and before the sealing and delivery of these presents, by **Capitol Places VI Owner, LLC** ("Grantee"), a South Carolina limited liability company, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Grantee the following-described property:

All that certain piece, parcel, lot of tract of land, with any improvements therein, situate, lying and being, in the City of Columbia, County of Richland, State of South Carolina, fronting the right of way of Lady Street, being shown and delineated as “Eight Story Stucco Siding Building No. 1321” and “Four Story Building” on a plat prepared for Capitol Places VI, LLC by Inman Land Survey Company, Inc., dated September 5, 2006 and recorded September 14, 2006 in Record Book 1229 at Page 1467, Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

This being the same property conveyed to Capitol Places VI Owner, LLC by Deed of Capitol Places VI, LLC dated November 20, 2013, and recorded November 21, 2013, in the Office of the Register of Deeds for Richland County in Book 1910 at page 3943.

TMS: 11401-01-05 & 11401-01-07

GRANTEE'S ADDRESS: PO Box 2851
Columbia, SC 29202

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee and Grantee's successors and assigns forever so that neither the said Grantor, nor Grantor's assigns, nor Grantor's successors nor any other person or persons, claiming under Grantor or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed, sealed and delivered by its duly authorized representative this ____ day of _____, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF RICHLAND, SOUTH CAROLINA

WITNESS NO. 1

BY: _____

NOTARY/WITNESS NO. 2

ITS: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public of South Carolina, do certify that _____, the _____ of THE COUNTY OF RICHLAND, SOUTH CAROLINA, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notary seal this ____ day of _____, 20__.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

1401



LINE
SEE T.M.S. 089-16-04-1
FOR ACREAGE

N 364,000
E 199,000

E 1992,500

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	7/12/97
12/84	12/7/88
12/86	12/7/99
12/86	12/00
12/87	12/01
12/88	

PROPERTY LINE	RIGHT OF WAY	CITY LIMITS	SCHOOL DIST	RAILROAD	PUBLIC ROAD AND	BLOCK DIVIDER
---	---	---	---	---	---	---

LEGEND	
(R)	DENOTES BUILDING USE R - RESIDENTIAL C - COMMERCIAL ETC...
(B) (C)	DENOTES SEPARATE OWNER FROM BUILDING

50
50
1505
6.55 AC.
1204

**PROPERTY TAX MAP
RICHLAND COUNTY**

SOUTH CAROLINA

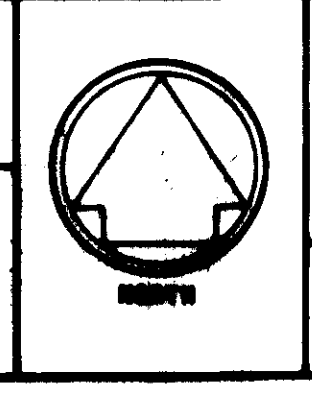
THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE, THE BOARD OF ASSESSMENT CONTROL, RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY		
090-14	114-02	114-06
090-13	114-01	114-05
089-16	113-04	113-08

GRAPHIC SCALE

1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.



PROPERTY TAX MAP
SHEET NO.
114 01

SCHOOL DISTRICT
ICC

Harris Realty Company

{ The State of South Carolina

Board of School Commissioners School District No. 1, Richland Co.

Know All Men by These Presents,

in the State aforesaid

for and

That *Harris Realty Company*, a Corporation of the State of South Carolina

in consideration of the sum of One Thousand & Eighty (\$1,080.00) Dollars

to it paid by *Board of School Commissioners School District No. 1, Richland County*

in the State aforesaid,

receipt of which is duly acknowledged

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said *Board of School Commissioners School District No. 1, Richland County*

All that certain piece, parcel or lot of land, situate in the City of Columbia, County of Richland, State of South Carolina, in the rear of 1311 Marion Street, and commencing at a point One Hundred and four feet four inches (104'4") from Marion Street, where the lot hereby conveyed corners with the lot now owned by said Board, and thence running Thirty-seven and three tenths (37.3) feet along lot of Bryan to lot formerly owned by The National Loan and Exchange Bank, now of Moore, and thence turning at right angles and running southwardly along said lot of Moore Forty (40) feet to right of way hereinafter mentioned, thence turning at right angles and running along the said right of way, eastwardly, Thirty-seven and three tenths (37.3) feet to where same corners with lot of said Board and thence turning and running northwardly along said lot of the Board Forty (40) feet to point of commencement. TOGETHER with a right of way on and over a strip of land Eight feet Eight inches (8'8") wide for the length of said lot and on the Southern boundary thereof connecting with the right of way of said Board leading to Marion Street for the sole and separate use for the grantee herein for ingress and egress to the lot hereby conveyed.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said *Board of School Commissioners School District No. 1, Richland County, its successors*

Heirs and Assigns forever.

And the said *Harris Realty Company*

does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said *Board of School Commissioners School District No. 1, Richland County, their successors, Heirs and Assigns*, against itself and its successors and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the said *Harris Realty Company, a Corporation*

has caused these Presents to be signed by *Katherine Harris Hammond, its President* and *J. C. Hammond, its Secretary*

and its corporate seal to be affixed this

day of *January*

in the year of our Lord one thousand nine hundred and *twenty two*

and in the one hundred and *twentieth* year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

C. William Brown
P. M. Chaper

Harris Realty Company
Seal
(Cancelled)

Harris Realty Company
Katherine Harris Hammond, President
J. C. Hammond, Secretary

THE STATE OF SOUTH CAROLINA,

RICHLAND COUNTY,

BEFORE ME, *Not. M. Brown*

personally appeared *C. William Brown* and made oath that he saw the within named *Harris Realty Company*

a Corporation of the State of South Carolina, and that he saw the within named *Katherine Harris Hammond, its President* and *J. C. Hammond, its Secretary*

sign the within written deed, for the uses and purposes therein mentioned, and that he, with

witnessed the execution thereof and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this *22*

day of *January*, 19*22*

at *Columbia*, South Carolina.

Not. M. Brown

Filed for record this *4* day of *July*, 19*22* at *Columbia*, S. C.

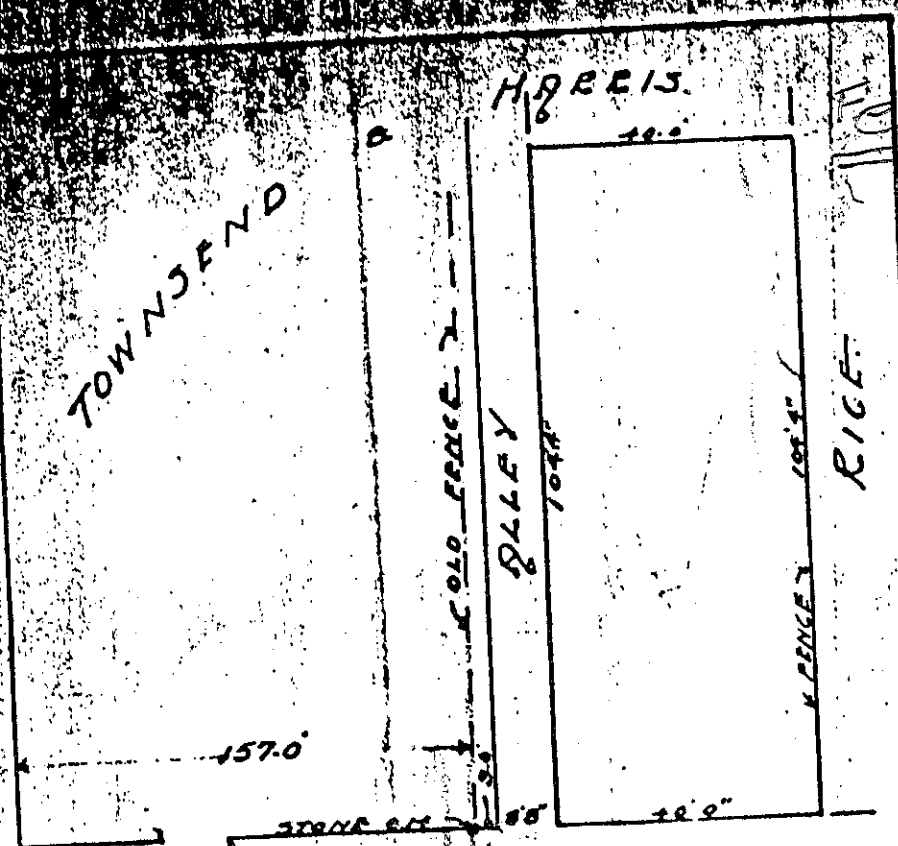
C. William Brown

1922 at *Columbia*

180Y STREET

TOWNSEND

HARRIS



MARION STREET

PLAT

OF LOT ON THE EAST SIDE OF MARION ST.
COLUMBIA, S.C.

PROPERTY OF
TOWNSEND & HARRIS.

11-18-29

1/4 = 20 FT

W.H. MILLER, C.E.
REC No 280

State of South Carolina,
COUNTY OF RICHLAND

N.C.
County

Know All Men by These Presents, That the Board of School Commissioners
of Richland County School District No. 1

in the State aforesaid, for and in consideration of the
sum of Ninety-four Thousand (\$94,000.00) -----Dollars
to it paid by Richland County
in the State aforesaid, receipt of which is hereby acknowledged,
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

RICHLAND COUNTY

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being on the western side of Marion Street, between Lady Street and Washington Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, said lot being in shape a parallelogram, measuring on its northern and southern sides 104 feet 4 inches each, and on its eastern and western sides 40 feet each, the southeastern corner of said lot being 168 feet 8 inches north of the northwest corner of the intersection of said Marion Street and Lady Street, said lot being bounded North by property now or formerly of Rice; East by Marion Street; South by an alleyway 8 feet 8 inches wide, referred to below; and West by property of Townsend and Harris; together with a right-of-way for access, ingress and egress at all times and for all purposes and for light and air in common with grantors, their successors and assigns and all other persons who may hereafter acquire the like right on, over and along an alleyway just south of said lot, said alleyway being 8 feet 8 inches wide and extending westward from Marion Street to the full depth of above described lot, said right-of-way and easement to be appurtenant to said lot and to the enjoyment of which the same is essentially necessary. A plat of the lot hereby conveyed, made by W. H. Miller, C.E., dated November 18, 1929, is recorded in the Office of the Clerk of Court for Richland County in Plat Book "F", page 149. All measurements being more or less.

ALSO: All that certain piece, parcel or lot of land, situate in the City of Columbia, County of Richland, State of South Carolina; in the rear of 1311 Marion Street, and commencing at a point 104 feet 4 inches from Marion Street, where the lot hereby conveyed corners with the lot now owned by said Board, and thence running 37.3 feet along lot of Bryan to lot formerly owned by The National Loan and Exchange Bank, now of Moore, and thence turning at right angles and running southwardly along said lot of Moore 40 feet to right-of-way hereinafter mentioned,

thence turning at right angles and running along said right-of-way eastwardly 37.3 feet to where same corners with lot of said Board, and thence turning and running northwardly along said lot of the Board 40 feet to point of commencement, TOGETHER with a right-of-way on and over a strip of land 8 feet 8 inches wide for the length of said lot and on the Southern boundary thereof connecting with the right-of-way of said Board leading to Marion Street for the sole and separate use for the grantee herein for ingress and egress to the lot hereby conveyed. All measurements being more or less.

The first above described lot of land being the identical property heretofore conveyed to The Board of School Commissioners for School District of the City of Columbia, being the predecessors of the grantors herein by Ellen Harris and Katherine Harris Townsend by their deed dated December 31, 1929, and recorded in the Office of the Clerk of Court for Richland County in Deed Book "DJ", at page 210.

The second above described lot of land being the identical property heretofore conveyed to the Grantor herein by Harris Realty Company by its deed dated January ____, 1942, and recorded in the Office of the Clerk of Court for Richland County in Deed Book "FE", at page 311.

PROVIDED, HOWEVER, That if the County of Richland sells or otherwise conveys the above described property within a period of five (5) years from the date of this deed, it shall first offer said property to the Grantor herein who, at its option, may re-purchase same upon the payment of the sum of \$94,000.00.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Richland County, its Successors

Heirs and Assigns forever.

And Grantor do hereby binds itself and its Successors ~~Heirs, Executors and Administrators~~, to warrant and forever defend all and singular the said premises unto the said

Richland County, its Successors

Heirs and Assigns, against itself and ~~Heirs~~ against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our Hands and Seals this 11th day of July in the year of our Lord one thousand nine hundred and Sixty-Six ~~and in the one hundred and Ninety-first~~ year of the Sovereignty and Independence of the United States of America. BOARD OF SCHOOL COMMISSIONERS OF RICHLAND COUNTY SCHOOL DISTRICT No. 1

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Jackie Walker
Henry J. ...

By: *Caldwell Wilbers* (SEAL)
Caldwell Wilbers, Chairman
Edgar Waites (SEAL)
Edgar Waites, Secretary

STATE OF SOUTH CAROLINA.)
RICHLAND COUNTY.)

PERSONALLY appeared before me Henry C. Nelson, Jr.

and made oath that he saw the within-named Board of School Commissioners of Richland County School District No. 1, by Caldwell Withers, Chairman and by Edgar Waites, Secretary, act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that he, with K. Lewis Smith as to Edgar Waites, Secretary, and) witnessed the execution thereof he, with Jackie Walker as to Caldwell Withers, Chairman)

NOTARIAL SEAL

SWORN to before me this 11th day of July 1960.

Henry C. Nelson, Jr.

Notary Public of S. C. (L.S.)

Henry C. Nelson, Jr.

STATE OF SOUTH CAROLINA.)
COUNTY.)

RENUNCIATION OF DOWER

I, _____, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named _____

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released. heirs

Given under my Hand and Seal, this

day of

Anno Domini 19

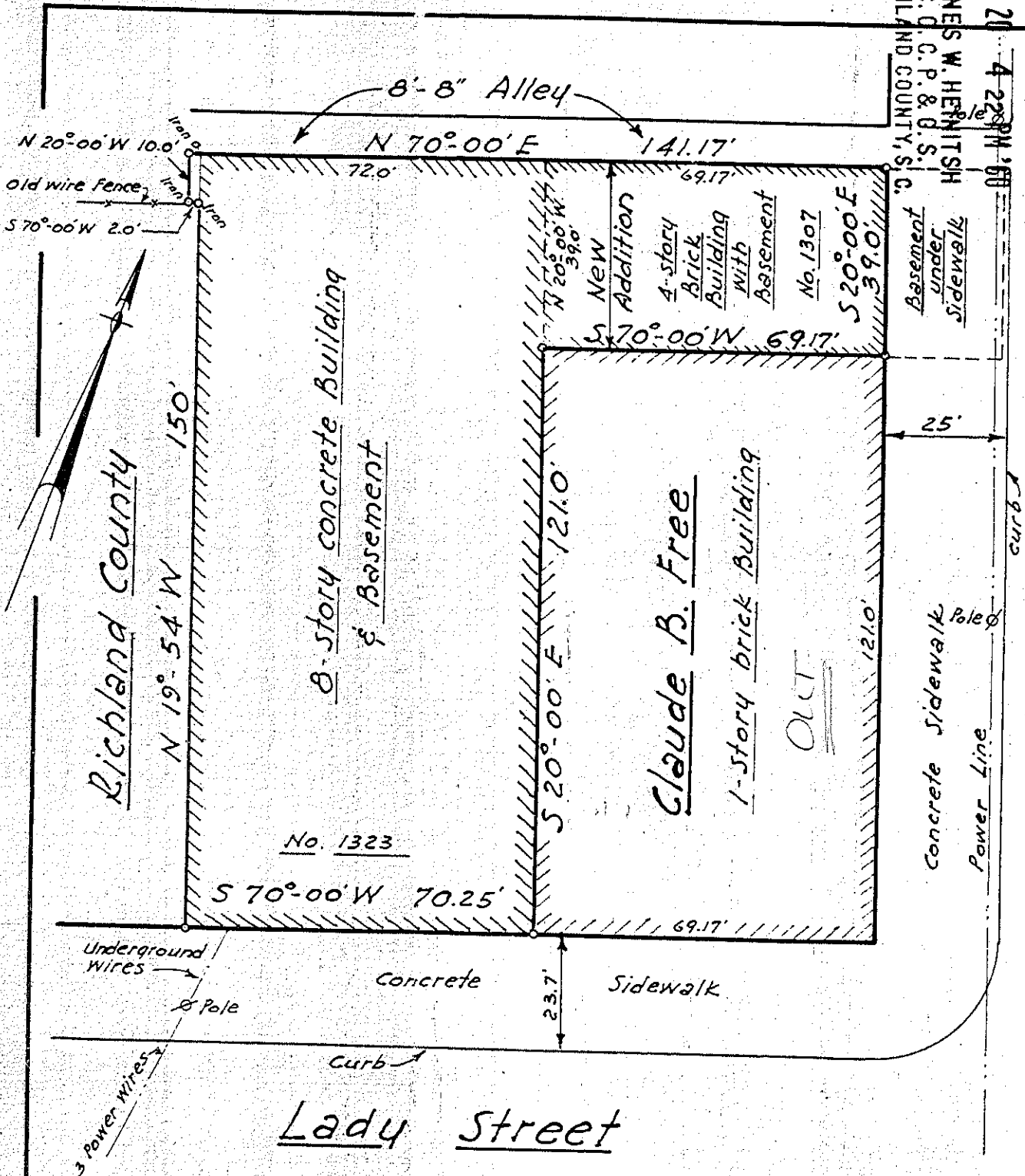
Notary Public of S. C. (L.S.)

FILED

MAY 20 4 22 PM '60

AGNES W. HENRITSH
C. O. C. P. & D. S. C.
RICHLAND COUNTY, S. C.

Marion Street



Lady Street

Property surveyed for
Owen Building Corporation

Columbia, S.C.

Scale: 1"=30'

B.P. Barber & Associates, Engineers - Columbia, S.C. - August 25, 1959

I hereby certify that the measurements as shown on this plat are correct and there are no encroachments or projections other than shown.

B. F. Walker, Jr., Regis. Engr.

Note:

This plat amended May 5, 1960 to show new building addition as shown at 1307 Marion Street.

B. F. Walker, Jr., Regis. Engr.

REGISTER OF DEEDS
CLARA I. HANDELT

1986 DEC 30 PM 4: 01



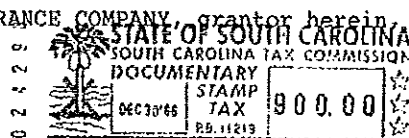
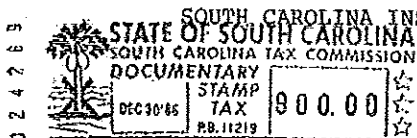
6,050.00
3,025.00

The State of South Carolina,

COUNTY OF RICHLAND

RECEIVED
MINTERSHIP

KNOW ALL MEN BY THESE PRESENTS, That



in the State aforesaid,

in consideration of the sum of

Five Dollars (\$5.00) and other valuable consideration

~~XXXXX~~

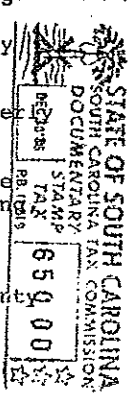
to it in hand paid at and before the sealing of these presents, by Minter Partnership, a South Carolina general partnership composed of William S. Minter, Jr., and William S. Minter III, grantee herein ~~has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said~~ in the State aforesaid, (the receipt whereof is hereby acknowledged)

MINTER PARTNERSHIP

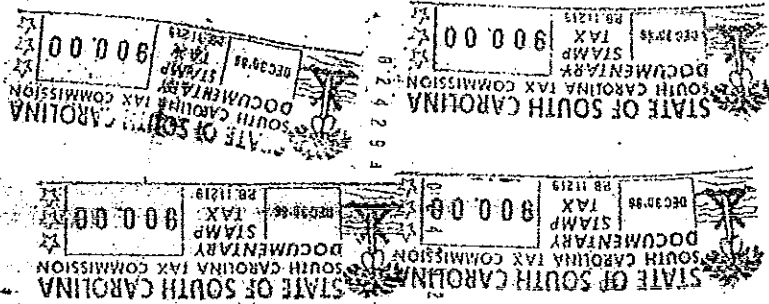
All that certain piece, parcel or lot of land, with improvements thereon, lying and being in the City of Columbia, Richland County, South Carolina, shown and delineated on a plat prepared for Minter Partnership by William Wingfield, R.L.S., dated December 16, 1986, as revised December 30, 1986, recorded in Plat Book _____ at page _____ in the Office of the RMC for Richland County, South Carolina, and being more particularly described as follows:

Beginning at a point on the western side of the right of way of Marion Street 209.7 feet south of the southwestern corner of the intersection of Marion and Washington Streets, and running thence south 20 degrees 03 minutes 53 seconds east along the western right of way of Marion Street to the northwestern corner of the intersection of Marion and Lady Streets, 209.95 feet more or less; thence turning and running south 70 degrees west along the right of way of Lady Street to the eastern line of property now or formerly of Republic National Bank, 210.48 feet more or less; thence turning and running north 19 degrees 56 minutes 50 seconds west to the southern line of property formerly of American Home Life Insurance Company (now property of the South Carolina Insurance Company), 210.6 feet more or less; thence turning and running north 70 degrees 2 minutes 52 seconds east along the southern line of said property formerly of American Life Insurance Company and continuing along the southern line of property formerly of First Carolina Savings and Loan Association (now property of South Carolina Insurance Company), for a total of 210.05 feet, to the point of beginning

Said property being the same as that conveyed to the grantor herein by Elizabeth G. Owen, et al., by their deed dated June 15, 1977, of record in the office of the RMC for Richland County in Deed Book D-426 at page 32, as to part; and by Richland County by its deed dated June _____, 1980, and of record in said RMC office in Deed Book D-543 at page 714, as to part and by School District No. 1 of Richland County by its deed dated December 10, 1986, and of record in said RMC office in Deed Book D-821 at page 561.



Grantees Address: Suite 810, NBSC Bldg. 1122 Lady St. Columbia, SC 29201



TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said grantee, its successors *Heirs and Assigns forever.*

And the said grantor *does hereby bind itself* and its successors, to warrant and forever defend all and singular the said premises unto the said grantee, its successors *Heirs and Assigns*, against itself and its successors ~~and against all persons whomsoever~~ lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF grantor *(Insert name of Corporation)* has caused these presents to be executed in its name by *(Insert name of President or Vice-President)* its President; and by *(Insert name of Secretary or Treasurer)* its

and its corporate seal to be hereto affixed this 30th day of December in the year of our Lord, one thousand nine hundred ~~and~~ eighty-six (1986), and in the ~~two~~ two hundred ~~and~~ eleventh (211th) year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

SOUTH CAROLINA INSURANCE COMPANY (Seal)

Bernard Manning (Witness) By *John S. H...* President.
Mona R. McCall (Witness) Assistant Corporate Secretary *Felicia C. Jones*

The State of South Carolina,

COUNTY OF RICHLAND

PERSONALLY appeared before me

Hona R. McCall

(Insert name of Witness)

who, in oath, says that he saw the within-named South Carolina Insurance Company

(Insert name of Corporation)

by

Jack S. Hupe

(Insert name of President or Vice-President)

its

President and Priscilla C. Jones

its Assistant Corporate Secretary

(Insert name of Secretary or Treasurer)

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Bernard Manning witnessed the execution thereof.

Bernard Manning
(Insert name of other Witness)

witnessed the

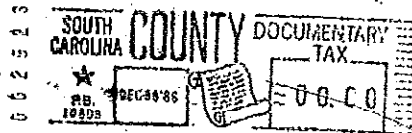
Hona R. McCall

(Witness)

SIVORN to before me, this 30th day of December, A. D. 19 86

Bernard Manning (Seal)
Notary Public, S. C.

My Commission Expires: 6 Jan 1991



AMERICAN HOME LIFE INSURANCE CO.

FIRST CAROLINA SAVINGS AND LOAN

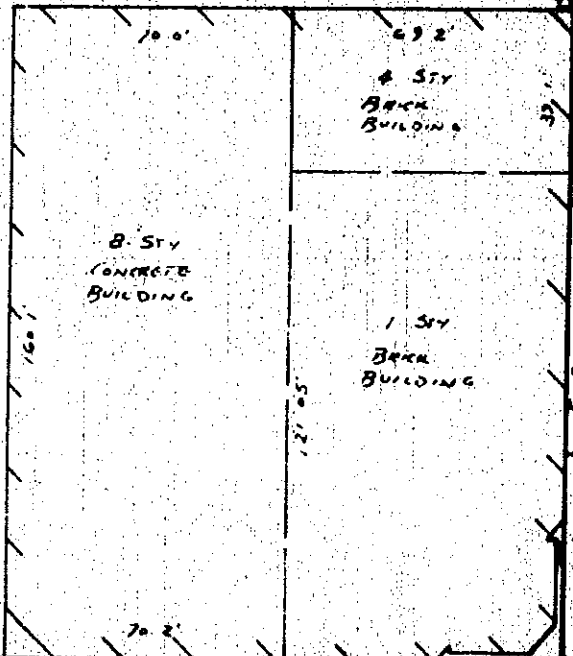
N 70-09-52 E 210.05'

766.800
LAMP POST
PND

1 BRK/B
BANK
COURT

BRK
COIN

N 19-56-50 W 210.50'



S 70-00-00 W 210.48'

LADY STREET

MARION STREET

FILE
REGISTER OF MESSRS
CLARA L. BARTNETT
1986 DEC 30

PLAT PREPARED FOR

MINTEN PARTNER-SHED
RICHLAND COUNTY COLUMBIA S.C.

BOOK 51 PAGE 3964

WILLIAM WINGFIELD 752
ENWRIGHT SURVEYING, INC.
514 GERVAIS STREET
COLUMBIA S.C. 29201

DECEMBER 16 1986
SEAL NO. 1-2

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ON THIS PLAT ARE
CORRECT AND TRUE AND THE MEASUREMENTS ON THIS PLAT ARE
THE SAME AS THE MEASUREMENTS ON THE ORIGINAL SURVEY.

William Wingfield

1776'S 27 C. B. N. 14, 15
1A 14717-434Y

PRINTED
188 of 329

A-17643-523

Federal
Map
subject
to

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF RICHLAND

KNOW ALL MEN BY THESE PRESENTS, that CPB, LLC, a South Carolina limited liability company (hereinafter called "Grantor") in the State aforesaid, for and in consideration of the sum of Four Million Twenty Thousand and 00/100 Dollars (\$4,020,000.00) paid by Capitol Places VI, LLC, a South Carolina limited liability company (hereinafter called "Grantee"), in the State aforesaid (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain sell and release, unto the said Grantee, the following property:

All that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being, in the City of Columbia, County of Richland, State of South Carolina, fronting the right of way of Lady Street, being shown and delineated as "Eight Story Stucco Siding Building No. 1321" and "Four Story Building" on a plat prepared for Capitol Places VI, LLC by Inman Land Survey Company, Inc., dated September 5, 2006 and recorded September 14, 2006 in Record Book 1229 at Page 1467, Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

This being the same property conveyed to CPB, LLC, by deed of Minter Partnership, dated July 31, 1999 and recorded August 4, 1999 in Record Book 332 at Page 2835, Office of the Register of Deeds for Richland County.

TMS# 11401-01-5 & 7

Grantees' Address: 1217 Hampton Street, Suite A
Columbia, SC 29201

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee forever.

And the said Grantor does hereby bind the Grantor and the Grantor's Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's and Assigns, against the Grantor and the Grantor's Successors and Assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Book 1231-18
2006085008 09/19/2006 10:20:56 957 Deed
Fee: \$10.00 County Tax: \$4422.00 State Tax: \$10462.00



Richland County Register of Deeds

Audited by Paul Brawley 2007

WITNESS the Grantor's Hand(s) and Seal(s) this 15 day of September, in the year of our Lord Two Thousand Six.

WITNESSETH:

Jay G. Baldwin
Jalun

CPB, LLC

By: [Signature]

Its: Authorized Member

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, David G. Work, do hereby certify that CPB, LLC, by , its Authorized Member, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal September 15, 2006.

[Signature]
Notary Public for South Carolina
My Commission expires: 10/8/13

Richland County Register of Deeds

Audited by Paul Brawley 2007

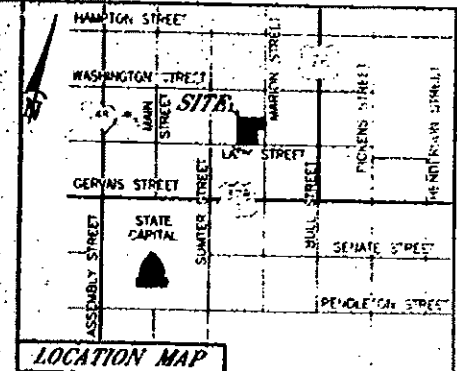
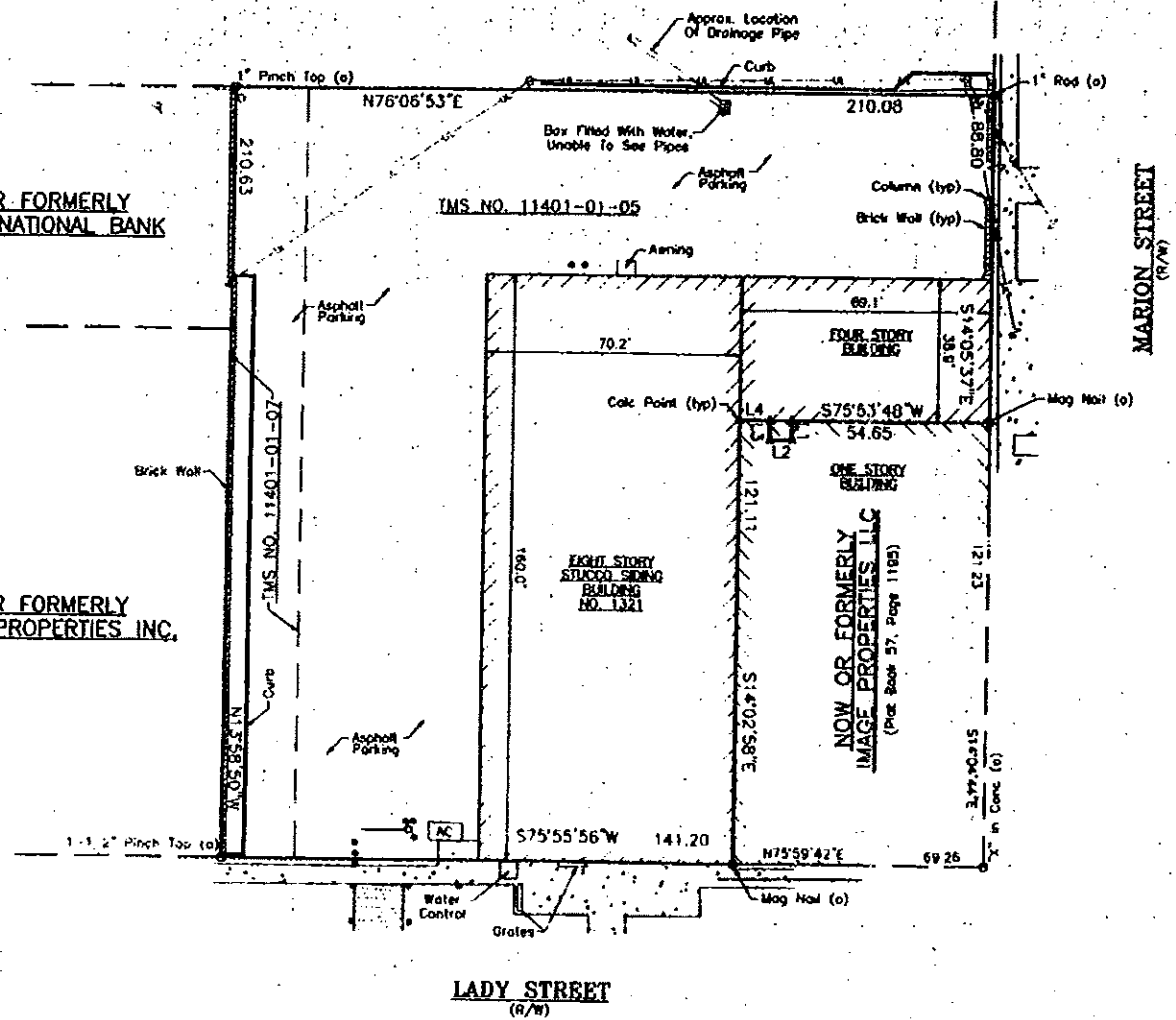
R1229-1467

**NOW OR FORMERLY
PALMETTO CITIZENS FEDERAL
CREDIT UNION**
(Record Book 862, Page 1266)

NOW OR FORMERLY
REPUBLIC NATIONAL BANK

NOW OR FORMERLY
JESSAMINE PROPERTIES INC.

NOW OR FORMERLY
IMAGE PROPERTIES, LLC
(Plat Book 57, Page 1183)



Book 1229-1467
2006/09/05 09:30:00 00 2' 00 1/4"
Fee: \$14.00 County Tax: \$0.00 State Tax: \$4.00
2006/09/05 09:30:00 00 2' 00 1/4"
Richard P. Inman

- NOTES:**
1. THIS PROPERTY IS POSSIBLY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD NOT SHOWN HEREON.
 2. THIS PROPERTY MIGHT HAVE UNDERGROUND UTILITIES THAT ARE NOT VISIBLE AT THE SURFACE.
 3. NO FLOOD ZONE INSPECTION AT THIS TIME.
- REFERENCES:**
1. PLAT PREPARED FOR LIMITED PARTNERSHIP, BY WILLIAM WINGFIELD, DATED DECEMBER 16, 1986, AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 51, PAGE 3964.
 2. PLAT PREPARED FOR IMAGE PROPERTIES, BY LANDRUTH SURVEYING, INC., DATED SEPTEMBER 17, 1997 AND RECORDED IN PLAT BOOK 57, PAGE 1183.

SYMBOL LEGEND

- BB Catch Basin Grate
- Bolt
- Service Pole
- Light Pole
- Access Control
- Solarium Dish
- Concrete
- ▨ Asphalt
- Overhead Utility Line

LINE	LENGTH	BEARING
L1	5.21	N14°06'12"W
L2	6.13	S75°53'48"W
L3	5.21	S14°06'12"E
L4	6.42	N75°53'48"E

PLAT PREPARED FOR:
CAPITOL PLACES VI, LLC
RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA

DATE: SEPTEMBER 5, 2006

SURVEY NO.: G08070

BOOK 231-37 T.M.S. NO. 11401-01-05 & 07 S.F. 140 No. 23

INMAN LAND SURVEYING COMPANY, INC.
2223 BULL STREET COLUMBIA SOUTH CAROLINA 29201
PHONE 252-1797 FAX 252-1798

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS OF SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

Richard P. Inman
RICHARD P. INMAN
P.L.S. NO. 23385

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT PLANNING; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Project Planning, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand its manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$9,866,000 in taxable real and personal property and the creation of approximately 74 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council commits to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: November 5, 2019

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and [Project Planning] to provide for payment of a fee-in-lieu of taxes; 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 EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT PLANNING TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, Project Planning, (“Sponsor”), desires to expand its electrical component manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,886,000 and the creation of 74 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee 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 Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, 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 Sponsor under this Ordinance and the Fee 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, resolution, or order, 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: November 5, 2019
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

PROJECT PLANNING

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF DECEMBER 31, 2019

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	[to be inserted]	“Sponsor”
Project Location	[to be inserted]	Exhibit A
Tax Map No.	[to be inserted]	Exhibit A
FILOT		
• Phase Exemption Period	Thirty (30) years	
• Contract Minimum Investment Requirement	\$9,886,000	
• Contract Minimum Jobs Requirement	Seventy Four (74) full time equivalent jobs	
• Investment Period	Five (5) years	
• Assessment Ratio	6%	
• Millage Rate	482.5	
• Fixed or Five-Year Adjustable Millage	Fixed	
Multicounty Park	I-77 Corridor Regional Industrial Park	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of December 31, 2019, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and [Project Planning], a corporation organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$9,886,000 and the creation of 74 new, full-time jobs;

(c) By an ordinance enacted on [December 3, 2019], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into

this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2019.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$9,866,000.

“Contract Minimum Jobs Requirement” means not less than 74 full-time, jobs created by the Sponsor in the County in connection with the Project.

“County” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” means the Richland County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2053, the Final Termination Date is expected to be January 15, 2055, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2024.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means [Project Planning] and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“*Sponsor Affiliate*” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“*State*” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on [November 5, 2019] by adopting an Inducement Resolution, as defined in the Act.

(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 Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement by the end of the Investment Period.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, 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.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to [use the fair market value established in the first year of the Phase Exemption Period]/[determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years]), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 482.5, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2018.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the

Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which

renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. *Place of FILOT Payments.* All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
[RESERVED]**

**ARTICLE VI
[RESERVED]**

**ARTICLE VII
DEFAULT**

Section 7.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

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

(b) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility;

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

(d) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor 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 Sponsor 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 Sponsor 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.

(g) Notwithstanding anything herein to the contrary, failure to meet any investment requirements, job requirements, thresholds, or levels set forth in this Fee Agreement shall not be deemed to be an Even of Default under this Agreement.

Section 7.2. *Remedies on Default.*

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

(i) terminate this Fee 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 Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee 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 7.3. 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 Fee 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 7.4. Remedies Not Exclusive. No remedy described in this Fee 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 Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of 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).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor 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 Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee 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 Sponsor 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 Sponsor 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 Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor 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 Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor 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 Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee 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 Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee 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 under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within

60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor 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 Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor 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.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in

writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

□

WITH A COPY TO (does not constitute notice):

Burr & Forman LLP
Attn: Erik P. Doerring
1221 Main Street, Suite 1800 (29201)
Post Office Box 11390
Columbia, South Carolina 292211

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

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 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and

reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee 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 Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other

party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee 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 Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee 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 Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

[PROJECT PLANNING NAME]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
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 PDP Bull Street Apartments, LLC (and/or an affiliated entity); 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 PDP BULL STREET APARTMENTS, LLC (AND/OR AN AFFILIATED ENTITY); 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, PDP Bull Street Apartments, LLC, a limited liability company organized and existing under the laws of the State of North Carolina (and/or a related or affiliated entity, which may include B-8.1 Canteen, LLC, B-6 Benet Horger, LLC, and/or C-7 Trezevant, LLC (collectively or alternatively, the “Company”)) desires to establish market rate housing and retail facilities within the County (“Project”), consisting of total taxable investments in real and personal property of not less than \$50,000,000 of which \$45,000,000 will be invested by the Company and the remaining \$5,000,000 by unrelated third parties, including BullStreet Retail, LLC;

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: November 5, 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

PDP BULL STREET APARTMENTS, 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 PDP BULL STREET APARTMENTS, LLC, a North Carolina limited liability company (as hereinafter defined “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, PDP Bull Street Apartments, LLC (and/or a related or affiliated entity, which may include B-8.1 Canteen, LLC, B-6 Benet Horger, LLC, and/or C-7 Trezevant, LLC (collectively or alternatively, the “Company”)), has committed to establish market rate housing and retail facilities in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of total taxable investment in real and personal property of not less than \$50,000,000 of which \$45,000,000 will be invested by the Company and the remaining \$5,000,000 by unrelated third parties, including BullStreet Retail, LLC;

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 \$45,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below, with an unrelated third party investing another \$5,000,000 in the same property. 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
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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
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if to the Company: PDP Bull Street Apartments, LLC
Attn: _____

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, PDP BULL STREET APARTMENTS, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PDP BULL STREET APARTMENTS, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

EXHIBIT B (See Section 2.2)

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The Public Infrastructure includes a parking deck that will provide 345 spaces on 4 levels. The lowest level will provide approximately 74 spaces for the general public visiting The BullStreet District. The remaining spaces will serve the residential and office uses within The BullStreet District. In addition to the parking deck, general infrastructure benefiting the public will be constructed around the perimeter of the project, including sidewalks, plaza areas, site lighting, utility connections, some surface parking, as set forth below.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure 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 cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's Public Infrastructure costs,

The Company is eligible to receive the Public Infrastructure Credit for a period of up to 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment in connection with the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative, total amount of the Public Infrastructure Credit equals the Public Infrastructure costs ("Credit Term").

The property is being developed under a Development Agreement between the Company and BullStreet Retail, LLC, with the Company purchasing air rights to the proposed building above the first floor. The Company and BullStreet Retail, LLC agree that the Company will receive the full amount of the Public Infrastructure Credit. The building may be titled in the name of BullStreet Retail, LLC for purposes of the RMC and Tax Assessor's Office, but the credit will be provided against whatever tax bills are issued for the property.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Jennifer Creed

Home Address: 215 Aiken Hunt Circle, Columbia, SC 29223

Telephone: (home) 704-622-5007 (work) 803-738-8822

Office Address: 4727 Forest Drive, Suite B, Columbia, SC 29206

Email Address: Jennifer@SimplyCreed.com

Educational Background: High School Diploma; 2 years college

Professional Background: State Farm Agent; Corporate Accounts Director; Area Sales Manager

Male [] Female [X] Age: 18-25 [] 26-50 [X] Over 50 []

Name of Committee in which interested: East Richland County Public Service District

Reason for interest: I have a heart for service and desire to be involved and give something back to the community by sharing my professional skills and experience.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

29 years of customer service, professional sales background and working with the public
Opened my State Farm Agency in October 2017 to help educate customers & protect assets

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Wife of 28 years to a City of Charlotte Fire Fighter/Captain; Mother of 2 sons & 2 daughters-in-law; Grandmother to 1 month old grandson

Recommended by Council Member(s):

Hours willing to commit each month: As many as needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes X _____ No _____

If so, describe: I am a customer of East Richland County Public Service District

[Signature]
Applicant's Signature

October 17, 2019
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-18-19</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

JENNIFER CREED
215 Aiken Hunt Circle
Columbia, South Carolina 29223
Telephone: 704-622-5007

October 17, 2019

The Honorable Chakisse Newton
Chairman, Rules and Appointments Committee
Richland County Council
2020 Hampton Street, 2nd Floor
Columbia, SC 29202

RE: Service on East Richland County Public Service District Commission

Dear Mrs. Newton:

I am writing to ask for your support as I apply for the position on the East Richland County Public Service District Commission. I have attached a copy of my application for your consideration.

I have enjoyed diverse career opportunities which have prepared me for service on the East Richland Commission. I own and operate a successful State Farm Agency on Forest Drive. Prior to my State Farm Career, I held several Management positions in the Office Suite Industry serving the greater Charlotte, NC area and then serving the entire country as National Corporate Account Sales Manager for ten years. I am a seasoned, forward-thinking manager who takes pride in doing all assignments well. I am currently serving on the Rotary Club of Forest Acres as President Elect and as a Board Member for the Forest Acres Neighborhood Association.

I have reviewed East Richland's financial statements, and feel that my 29 years in Sales and Business Management will equip me to make a difference on this Commission.

East Richland performs a valuable, but underappreciated public service for its customers. In addition, the work performed by East Richland is important to the preservation of the Gills Creek watershed which is one of Richland County's most precious resources. Public service is important to me. I believe that my experience and desire for public service equips me for service on such an important Commission as the East Richland County Public Service District. I thank you for your consideration.

Sincerely,



Jennifer Creed

cc: Members of Richland County Council



+

**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Dr. Givens, Regina N.

Home Address: 7700 Burdell Drive Columbia, SC 29209

Telephone: (home) 803-419-5384 (work) 803-751-9069

Office Address: 4340 Magruder Ave, Fort Jackson, SC 29207

Email Address: gigi5272@bellsouth.net

Educational Background: DBA - Business Administration (Acquisitions)

Professional Background: 20 + years Exp - Government Acquisitions/Procurement

Male X-Female Age: 18-25 X-26-50 Over 50

Name of Committee in which interested: Procurement Review Panel

Reason for interest: Community interest geared towards procurement resolution
disputes/concerns; ensuring transparency for all interested parties.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

See attached.

Presently serve on any County Committee, Board or Commission? No.

Any other information you wish to give? See attached.

Recommended by Council Member(s): N/A

Hours willing to commit each month: As many required.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No XX

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No XX

If so, describe: _____

GIVENS.REGINA.NI Digitally signed by
GIVENS.REGINA.NICOLE.10681224
COLE.1068122410¹⁰
Date: 2019.10.17 17:17:29 -04'00'

10/17/2019

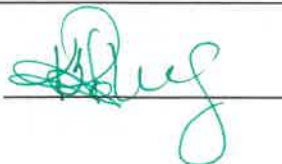
Applicant's Signature

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

	Staff Use Only	
Date Received: <u>10-18-19</u>	Received by:	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

Dr. Regina Nicole Givens, DBA
7700 Burdell Drive
Columbia, SC 29209

Email:gigi5272@bellsouth.net
Home: (803) – 419-5384
Mobile: (803) – 206-5110

ACCOMPLISHED CONTRACTING PROFESSIONAL offering a solid educational background, extensive experience and a strong record of performance in productivity, efficiency and quality. Received as an Exceptional Civilian Service Award as a result of focused on quality and achieving results. Consistently cited in performance evaluations for leadership, integrity and enhancing overall performance of the organization.

Significant qualifications include:

Serving as Chief principal procurement official; Source Selection Authority and primary contracting officer vested with unlimited monetary authority to execute contracts for supplies, services, including construction and architect-engineer, utilities, and agreements via any authorized contracting method using all manner of fixed price or cost reimbursement type contracts.

Carrying out Contracting Officer responsibilities on all significant (high dollar, complex or special interest) contracts involving program and project management. Senior Contract Specialist serving in various Source Selection Team positions (SST); PRAG Chairperson; Technical Chair and Senior Contract Specialist for LOGSTA; knowledgeable of policy and procedures for properly and efficiently conducting the source selection. Ensured the SST members have the requisite acquisition experience, skills, and training necessary to execute the source selection, and ensure the highest level of team membership consistency for the duration of the selection process.

Experienced in acquisition planning, contract formation, partnering, and administration, resolution of disputes, and claims by means of issuing Contracting Officer Decisions (CODs) and subsequent contract modifications. Extensive knowledge of FAR, DFARS, and full range of fixed price, cost, and award fee contracts.

Experience leading small and large civilian/contract person teams, and military contingency contracting operations; extensive experience building and participating in teams/coalitions.

Currently holds a SCI-DCID security clearance; proficient in MS Office and Apple software; outstanding communications, presentation and organization skills.

Work Experience

Employer: United States Army – Army Contracting Command (ACC) MICC Fort Jackson, SC

Title: Supervisory Contract Specialist, GS-1102-13

Location: Fort Jackson, SC

Duration: 12/15/2013 – Present

Supervisor: Tomika Brown - (803) 751-3907; Contact: Yes

Division Chief and Contracting Officer for MICC - Fort Jackson. Plans, directs, coordinates, and manages various contracting functions, including the development and issuance of solicitations, contracts, evaluating proposals, contract negotiations, execution of award and all attendant documentation/approvals, full contract administration to include changes, issuance of delivery/task orders, acceleration, problem resolution, program changes through closeout, terminations, etc. for simplified acquisitions, complex and non-complex contracts for a variety of supply, services, and construction. Reviews new or changed policies, laws, and regulations affecting work of the branch and develops new or changed internal policies and procedures. Develops plans and procedures on matters having broad implications and presents as recommendations to the Director. Develops and recommends budget and resource plans to accomplish the work of the branch to include immediate and known or anticipated long-range projects. Plans the personnel needs for the division. Schedules to achieve effective and expeditious accomplishment of priority work without adverse effect on regular and recurring work. Evaluates program effectiveness by review and analysis of quantitative and/or narrative reports, discussions with employees and customers, and observations. Takes appropriate action to correct deficiencies. Advises the Division Chief of any problems impacting on other areas or programs.

Work Experience

Employer: United States Army – Expeditionary Contracting Command (ECC)

Title: Deputy Chief, Services Branch Chief

Location: Fort Jackson, SC

Duration: 8/28/2015 – 12/10/15

Supervisor: LTC Shawanta Smart; LTC Regina Daniels; Contact: Yes

Served as a Deputy Chief, for the Regional Contracting Center-Qatar, Expeditionary Contracting Command-Afghanistan. Supervised and mentored a team of five Contracting Officers and 22 Contract Specialists in providing a full spectrum of contracting support from acquisition planning, market research, requirements development, cost estimates, solicitations, source selection,

contract awards, contract administration, and vendor pay issues. Principle Business Advisor providing procurement advice on all acquisition requirements to the Combined Security Transition Command – Afghanistan (CSTC-A), United States Forces – Afghanistan (USFOR-A) and 35 Forward Operating Bases and Combat Outposts throughout the Combined Joint Operations Area – Afghanistan in support of Operation Freedom Sentinel.

Work Experience

Employer: United States Army – Army Contracting Command (ACC) MICC Fort Jackson, SC

Title: Contract Specialist/Team Lead, GS-1102-12

Location: Fort Jackson, SC

Duration: 8/26/2013 – Present

Supervisor: James D. Ward – (803) 751-3907; Contact: Yes

Duties: Performs all post award, contract administration functions and conferences. Monitors progress on contracts through correspondence, reports, vouchers, telephone conversations, on-site investigations, and visits to contractor facilities. Determines contractor adherence to legal, financial, production and delivery requirements; submission of periodic technical and progress reports, and responsibility regarding timely delivery; loss, destruction or damage to Government property; shipping and material discrepancies, performance issues, or other problems. Reviews and recommends approval or disapproval of deviations or waivers from contractual terms or specifications requested by the contractor. Reviews requests for and makes recommendations pertaining to progress payments, price revisions, and special payments. Determines extent to which subcontracting plans comply with regulatory guidelines. Monitors subcontracting for compliance with plans. Issues consents to subcontract. Identifies potential funding and production problems and initiates remedial or corrective actions. Maintains surveillance of various elements, such as compliance with applicable laws, delivery schedules, and payment provisions. When the contractor's actual or potential failure to perform is within its control, the employee recommends and prepares show-cause letters, cure notices, or recommends appropriate action leading to termination of the contract. Prepares settlement history and termination documentation. If the failure to perform is due to reasons beyond the contractor's control, the employee investigates circumstances and recommends and pursues courses of action, such as negotiating appropriate consideration for extension of delivery schedule. Analyses need and prepares contract modifications for approval of the contracting officer and prepares all supporting contract file documentation. Ensures that such actions are consistent with the terms and conditions of the contract and in the best interests of the government. Develops negotiation objectives and strategies for the purpose of establishing a realistic Government position in negotiating modifications, claims and special agreements.

Analyzes contractor proposals and evaluates and considers, technical advisory reports, such as audit, pricing, engineering and legal. Negotiates bilateral changes to contract terms and conditions, such as specifications or other technical requirements, equitable adjustments for changes, delivery, payments, profit/fee and cost sharing arrangements and other terms and conditions, Issues contracting officer's final decisions when an equitable adjustment cannot be reached and advises contractors of their appeal rights. In appeal cases, documents and substantiates the Government position, advises the Government trial attorney on contractual issues and testifies before appeals courts. Alerts counsel and other interested parties of actual or potential litigation (e.g., bankruptcies, unilateral determinations, appeals). Takes all necessary actions and obtains or prepares all documentation to close out completed contracts.

Work Experience

Employer: United States Army – Army Contracting Command (ACC) Redstone Arsenal, AL

Title: Contract Specialist, GS-1102-13

Location: Redstone Arsenal, AL

Duration: 1/30/2011 – August 2013

Supervisor: Marsha Flakes - (256) 842-8085; Contact: Yes

Duties: Served as a senior-level contract specialist responsible for planning acquisitions, cost and price analyses for designated actions, contract negotiations, execution, and contract administration and production management activities needed in acquiring major equipment types, spare parts, repair parts, extensive technical/commercial services, and research and development programs for weapon systems and/or other equipment/components of like complexity. Develops and controls comprehensive contract management program(s). Develops and prepares designated price and cost analysis in accordance with Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and current command regulations and policy. Responsible for ensuring Cost/Schedule integration with the Business Operations team in support of executing Earned Value Management (EVM) to develop price and availability to support Foreign Military Sales cases and performs comparative analysis of contractor's proposals. Develops advance acquisition plans for future fiscal years in coordination with the requiring elements. Monitors and provides input to the automated management systems to reflect status of acquisition plans. Performs administration tasks where Aviation and Missile Command (AMCOM) retain such functions.

Work Experience

Employer: United States Army – Army Contracting Command (ACC) (Joint Deployment Defense Contract Management Agency)

Title: Administrative Contracting Officer, GS-1102-12

Location: Camp Spann, Afghanistan

Duration: 7/15/2011 – 1/9/2012

Supervisor: Lt Col Scott Coburn – DSN (318) 481-6377; Contact: Yes

Duties: Served as an Administrative Contracting Officer, with an unlimited warrant. Developed and implemented systematic plans to assure accomplishment of customer service program objectives through coordinated efforts of acquisition team members. Provided guidance, training, and support to the Program & IPT Business Teams for program planning, schedule development, schedule reviews, schedule change commitment, analysis of data, and other performance metrics. Developed and administered budgets, schedules, and performance standards. Lead development of objectives and long-term goals for the IP&S team. Directed and served as senior-level Contract Officer for post award functions involving specialized procurements of significant Government-wide importance. Directed, trained, advised, and coached journeyman level contract specialists, and support personnel. Advised program officials of the acquisition strategies and procurement objectives to be used, and assists in the preparation of statements of work. Directed and performed a full range of contract administration actions required for the acquisition program, including the issuance of contract modifications, negotiation of changes, exercise of options, justification for other than full and open competition, investigation and resolution of contractor delays issuance of cure notices or show cause letters, settlement of liquidated damages, contractor performance appraisal, subcontractor surveillance, disposition of claims, use of alternate dispute resolution when appropriate, and similar matters.

Employer: United States Army Corps of Engineer - Sacramento

Title: Contract Specialist, GS-1102-12

Location: Sacramento, CA

Duration: 8/12/2010 - 1/29/2011

Supervisor: Colette Nalley - 916-557-5110; Contact: Yes

Duties: Served as a senior-level contract specialist responsible for the execution of the day-to-day duties for acquisition and procurement of services (to include architect-engineer and environmental remediation), construction, and supplies/equipment at a level up to the most complex, high-dollar and unique procurements for the Sacramento District. Performed all duties associated with "cradle-to-grave", or life-cycle, contracting to include acquisition planning, market research, oversight, and participation in formal and informal source selection processes, cost/price analysis, negotiations, preparation of all required pre- and post-award contract documents, and full contract administration and closeout. Primary interface to internal and external customers for Program Planning, Integrated Scheduling, and Schedule Change Commitment. Responsible for

top-to-bottom program schedule baseline commitment.

Employer: United States Army

Title: Contract Administrator, GS-1102-11

Location: Mission & Installation Contracting Cmd, Enterprise & Installation Operations, MICC USAR DOC-South Fort Jackson, SC

Duration: 6/20/2009 - 8/11/2010

Supervisor: Deborah P. Taylor - 803-751-9069; Contact: Yes

Duties: Served as a contract administrator responsible for a full range of post award functions (to the point of signature) for a variety of service, supply and/or construction contracts. Responsible for performing a full range of assigned contract administration functions to include negotiation of contract modifications and delivery orders. Contracts ranged from firm fixed-price to the more complex fixed-price specialized contracts, with special provisions such as economic price adjustments, cost incentives, price determinations, time and materials estimates, indefinite delivery dates, and quantities. Responsible for monitoring contractor performance and maintaining funds status by various management accounts to ensure that over-obligation does not occur on contracts. Accountable for maintaining program Integrated Performance Management Plan (IPMP) requirements for compliance, including adherence to Schedule Health Metrics (SHMs). Tasked with coordinating requests for waivers or deviations from contract terms.

Employer: Homeland Security - United States Coast Guard

Title: Contract Specialist GS-1102-11

Location: Washington, District of Columbia United States

Duration: 02/02/2009 - 06/19/2009

Supervisor: Patricia Williams (202) 475-3270; Contact: Yes

Job Duties: Served as a Contract Specialist responsible for conducting significant and complex USCG acquisitions involving diverse supplies and services, e.g., telecommunications and other electronic systems and subsystems, professional services, information technology, etc.; developing procurement objectives in terms of competition and price range, and constructing the contractual vehicle including use of pricing arrangements, subcontracting policy, set-aside policies, and similar considerations; leading development and integration of detailed (Tier V & below) schedules; collecting data on contractors past performance and documenting contractors' performance on current contracts; performing contract administration activities for significant, highly specialized procurements; conducting in-depth analyses of contractors' financial and management systems and facilities for ability to perform and for compliance with federal regulatory requirements; and conducting extensive and sophisticated cost and financial analyses, utilizing cost estimating techniques, such as learning curve, regression analysis, complex contractual arrangements, extensive fact finding, etc.

Employer: United States Army - MICC Ft. Lee
Title: Contract Specialist GS-1102-11
Location: Ft. Lee, VA
Duration: 05/2007 - 1/30/2009
Supervisor: Lynn B. Lazos - 804-734-4609; Contact: Yes

Job Duties: Served as a Contract Specialist responsible for performing a variety of complex acquisitions for pre-award/post-award up to 500K and actions for any dollar amounts for the installation and tenant activities at Fort Lee. Responsible for Contract Administration on both Cost Reimbursement type contracts under the (OMB) Circular A-76, Performance of Commercial Activities. Developed highly complex integrated master schedules in compliance with federal agency regulations for projects immense in scope and that support multi-million dollar technology infrastructure and network planning endeavors. Integrated concurrent plans cross-functionally utilizing sophisticated technology tools, Gantt, PERT, milestone charts and other best practices project management techniques in an Earned Value Management System Environment. Required to have in-depth knowledge to analyze difficult contracting issues and identify alternative courses of action. Responsible for advertising, soliciting, evaluating, conducting price and/or cost analysis, negotiations and when necessary, award, administer, and terminate purchase orders/contracts. Provided assistance, guidance, and briefings to customers, Contracting Officers and the Director of Contracting.

Employer: Blue Cross Blue Shield of South Carolina
Title: Provider Contract Service Supervisor
Location: Columbia, SC
Duration: 06/2002 - 5/2007

Job Duties: Responsible for the identification, negotiation, and completion of contracts with, physicians and ancillary providers in geographically diverse areas for both existing and developing provider networks. Ensured proper administration of the contracts through assessment or provider needs, coordination of contract documentation, and interfacing with MCA, Claims, IMCS, Care Management and other departments as necessary. Master scheduler for three-process improvement initiatives part of a large-scope physicians and ancillary providers program for Tricare. Project included 15 major subcontractors nationwide, requiring intense collaboration with customers in a team environment surrounded by best and brightest expertise. Supervised contract coordinators and other staff in the absence of Regional Negotiators. Prepared supporting documentation negotiated and implemented contracts for physicians and ancillary providers. Coordinated the completion of provider pre-contractual activities including the submission of relevant provider contract documentation, completion of RFP and application information, financial analysis, regional accountability team discussions, credentialing and prepares completed contracts for system loading and routing. Assisted in analysis of contracting needs including the assessment of claims and utilization data to identify areas for new and re-negotiated contracts.

Employer: Benefitfocus.Com

Title: Coordinator, Financial Services
Location: Mt. Pleasant, SC
Duration: 12/2000 - 03/2002

Job Duties: Administrative Assistant, Administrative Services, while simultaneously performed the functions of Database Analyst and Accounting Clerk was responsible for supplying administrative support services to an executive and a professional group. Assembled and analyzed complex information and data. Described results in written reports. Used independent judgment in completing activities and operated under general supervision. Completed basic bookkeeping and accounting tasks. Performed posting of expenses, or other transactions to journals or ledgers and verified accuracy. Reviewed invoices, bills, vouchers, or other documents for corrections before entering into records. Sorted and filed documents, and performed calculations. Designed, implemented, and maintained moderately complex databases. Maintained database dictionaries and ensured systems integration. Delivered quality, pro-active service to both external and internal clients. The primary function of this position was to ensure that continuous efforts were made to improve workflow and team efficiency while supporting team members in the delivery of quality client service by promoting open communication, sharing of educational and motivational tools and the subsequent results.

Employer: Southern Division Naval Facilities Engineering Command
Title: Office Automation Clerk
Location: North Charleston, SC
Duration: 08/1998 - 07/2000

Job Duties: Performed a variety of administrative, clerical, and office automation tasks to assist the supervisor, and associates in carrying out environmental program missions. Duties included preparing in final form all types of documentation and forms incident to division personnel administration and office management. Received telephone calls and greeted visitors. Maintained calendar of appointments and meetings and reminded supervisors of it. Arranged for travel orders, airline/rental cars and lodging of division associates when in official travel status. Served as a member of an administrative team and as such works in a team atmosphere using TQL tools to effectively solve administrative matters. Assisted other members assigned to the branch. Ensured that clerical and administrative functions of the branch conformed to the appropriate policies and procedures. Assisted with updates of environmental engineering efforts and contract requirements for database. Maintained general correspondence files, instructions, manuals, handbooks, federal and state environmental regulations and laws, and other related materials for the division/branch. Performed timekeeping functions and other miscellaneous duties as assigned.

Employer: United States Air Force
Title: Assistant NCOIC, Support Command Staff
Location: Charleston, SC
Duration: 01/1993 - 02/1998

Job Duties: Performed information management task supporting the Air Force mission. Implemented policy directives and instructions to manage information regardless of media throughout its life cycle. Provided information management support through manual and automated technology to include maintaining, planning, and controlling programs, policies, methods, and procedures concerning publications, forms, office systems, records, administrative communications, and unit mail. Tracked plans and schedules, performed risk analysis, identified, and resolved critical path and network logic concerns for complex, multi-year, multi-million dollar projects aimed at integrating systems. Provided referral, coordination, and office management services. Performed work group administration duties. Maintained successful working relationships and coordination with other functional area. Ensured professional development by keeping abreast of rapidly changing technology.

Education:

DAWIA Level III Contracting Certification Defense Acquisition University (DAU) - Apr 2011

DAWIA Level I Program Management Certification Defense Acquisition University (DAU) – Aug 2010

DBA - 2013, Business Administration, GPA 3.7, Argosy University, Total Credit hours earned semester: 60

Masters of Art- 2007, Procurement & Acquisitions, GPA 3.2, Webster University, Total Credit hours earned semester: 69

Master's Degree MBA, 2004, Business Administration, GPA 3.5, Webster University, Total Credit hours earned semester: 42,

BA, 2002, Business Administration, GPA 3.0, Charleston Southern University, Total Credit hours earned semester: 142,

1990, Lower Richland High School.

Additional References:

Available Upon Request.



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: R. Lee Snelgrove
Home Address: 2225 Mills Drive, Columbia, SC 29204
Telephone: (home) 803-422-8882 (work) 803-254-5008
Office Address: 1219 Taylor Street, Columbia SC 29201
Email Address: lee.snelgrove@onecolumbiase.com
Educational Background: Bachelor of Arts in Philosophy from USC Honors College
Professional Background: Executive Director of One Columbia for Arts and Culture
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Accommodations Tax Committee
Reason for interest: Background in cultural programming and passion for ~~for~~ a vibrant and liveable city and county.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have nearly six years of experience as an arts administrator working with over 100 cultural organizations in the Midlands.
Presently serve on any County Committee, Board or Commission? None
Any other information you wish to give? _____
Recommended by Council Member(s): Yvonne McBride
Hours willing to commit each month: 10-15

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

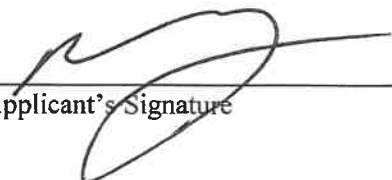
Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe: _____

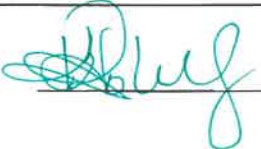

Applicant's Signature

 10/18/19
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u> 10-18-19 </u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130



Date: October 21, 2019
To: Transportation Ad Hoc
Cc: Michael Niermeier, Director of Transportation
From: Jennifer Wladischkin, Procurement Manager
Subject: Evaluation of RC-222-Q-2020 “On-Call Engineering- Transportation”

After a thorough evaluation of the submittals for the above named Request for Qualifications, the evaluation team has ranked the firms and the following short list is provided, in alphabetical order:

1. Brownstone
2. Chao
3. Civil Engineering Consulting Services
4. Cox & Dinkins
5. Holt
6. Mead & Hunt
7. Parish & Partners
8. STV



**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130



Date: October 21, 2019
To: Transportation Ad Hoc
Cc: Michael Niermeier, Director of Transportation
From: Jennifer Wladischkin, Procurement Manager
Subject: Evaluation of RC-223-Q-2020 “Construction, Engineering & Inspection”

After a thorough evaluation of the submittals for the above named Request for Qualifications, the evaluation team has ranked the firms and the following short list is provided, in alphabetical order:

1. Brownstone
2. Civil Engineering Consulting Services
3. F&ME
4. Mead & Hunt
5. Michael Baker
6. Neel-Shaffer
7. OLH
8. Parish & Partners



**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael Niermeier
Department: Transportation Department
Date Prepared: October 17, 2019 **Meeting Date:** October 29, 2019

Legal Review		Date:	
Budget Review		Date:	
Finance Review		Date:	
Other Review:		Date:	
Approved for Council consideration:	Assistant County Administrator		
Committee	Transportation Ad Hoc Committee		
Subject:	Mitigation Credit Sales		

Recommended Action:

Staff respectfully requests the Committee to concur with these credit sales and forward to full Council for consideration.

Motion Requested:

Approval of the requested mitigation credit sales.

Request for Council Reconsideration: Yes

Fiscal Impact:

This mitigation credit sale will generate \$147,108.00 which will be credited to the Transportation Penny Program.

Motion of Origin:

Staff recommendation.

Council Member	
Meeting	
Date	

Discussion:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the SCDOT for the Alpine Road and Old Percival Road Intersection Improvement Project as described below and in the attachments. This bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation projects. The contract the County holds with mitigation bankers also allows the County to sell surplus credits, and retain 92% of the sale value. Funding from previous credit sales has been credited back to the Transportation Program as the Program wholly funded this mitigation bank.

Project Name: SCDOT Alpine Road and Old Percival Road Intersection Improvement Project

Richland County Share: \$147,108.00

Attachments:

- 1) Approved Army Corps of Engineers 404 Permit # SAC-2015-01281
- 2) Surplus Credit Sale Checklist SCDOT Alpine Road and Percival Road Intersection
- 3) Credit Sales Contract Mill Creek SCDOT Alpine Road and Old Percival Road Intersection



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
69A HAGOOD AVENUE
CHARLESTON, SOUTH CAROLINA 29403-5107

JUL 10 2018

RECEIVED

JUL 17 2018

Regulatory Division

South Carolina Department of Transportation (SCDOT)
Mr. Jeff Siceloff
PO Box 191
Columbia, South Carolina 29202-0191

Dear Mr. Siceloff:

This letter is in response to your application for a Department of the Army permit to construct an overall project known as SCDOT S-36 (Alpine Road) and S-1026 (Old Percival Road) Intersection Improvement project, which we received and considered complete on June 25, 2018. By submittal of the application, you requested verification that the proposed project is authorized by Department of the Army General Permit # SAC-2015-01281.

The information you submitted contains the following identifying information for this project. The work affecting waters of the United States is part of an overall project known as SCDOT S-63 (Alpine Road) and S-1026 (Old Percival Road) Intersection Improvement project in Richland County, South Carolina project (SCDOT Project ID# 027626). This project includes construction of a single lane traffic circle at this intersection with the placement of fill, piping and rock rip rap in waters of the U.S. Specifically, the activities in waters of the United States include impacts to a total of 0.054 acre of wetland (0.035 acre fill impact and 0.019 acre mechanical clearing impact) and 217 linear feet of tributaries from the placement of fill and piping intersection improvements in Richland County, South Carolina project (SCDOT Project ID# 027626) (Latitude: 34.065611 °N, Longitude: -80.908115 °W).

The application also includes the following supplemental information:

- a. Drawing sheets 1-7 of 7 titled "S-63 (Alpine Road) at S-1026 (Old Percival Road) Intersection Improvements Richland County SCDOT Project ID: 027626 USACE SAC 2017-00470" and dated June 22, 2018;
- b. A delineation of wetlands, other special aquatic sites, and other waters (SAC-2017-00470, issued of May 26, 2017);
- d. A Categorical Exclusion Evaluation, signed by SCDOT dated June 30, 2016, Biological Survey, and Cultural Resources Project Screening Report

Based on a review of the information provided, it has been determined that the proposed activity will not result in more than minimal individual or cumulative adverse environmental effects, and is not contrary to the public interest. Furthermore, the activity described above meets the terms and conditions of Department of the Army General Permit # SAC-2015-01281.

For this authorization to remain valid, the project must comply with: (1) the terms and conditions listed in the enclosed copy of the Department of the Army General Permit # SAC-2015-01281; and (2) the following special conditions:

- a. That prior to beginning the authorized work the permittee must obtain and provide the Corps with a copy of all appropriate state certifications and/or authorizations (e.g., Coastal Zone Management Act concurrence, State Navigable Waters Permit, etc.).
- b. That impacts to aquatic areas do not exceed those specified in the above mentioned PCN, including any supplemental information or revised permit drawings that were submitted to the Corps by the permittee.
- c. That the construction, use, and maintenance of the authorized activity is in accordance with the information given in the PCN, including the supplemental information listed above, and is subject to any conditions or restrictions imposed by this letter.
- d. That the permittee shall submit the attached signed compliance certification to the Corps within 30 days following completion of the authorized work.
- e. That as compensatory mitigation for impacts to aquatic resources, the permittee agrees to purchase or debit a total of 0.4 wetland mitigation credits and 868 stream mitigation credits from the [Mill Creek Wetland Mitigation Bank. At least one half of the required wetland credits (0.2 wetland credits) and one half of the required stream mitigation credits (434 stream credits) must be restoration/non-buffer enhancement credits. In addition, no more than one half of the required wetland credits (0.2 wetland credits) and one half of the required stream mitigation credits (434 stream credits) may be preservation credits.
- f. That the permittee must submit evidence of the purchase or debit of the required mitigation credits to both the Corps of Engineers and SCDHEC prior to commencement of the authorized work. Your responsibility to complete the required compensatory mitigation will not be considered fulfilled until you have received written verification from the U.S. Army Corps of Engineers

This verification is valid until Department of the Army General Permit SAC-2015-01281 expires on July 20, 2021, unless prior to this date the subject General Permit is suspended, revoked, or is modified such that the activity no longer complies with the terms and conditions of the General Permit.

This authorization is being verified under Department of the Army General Permit #SAC-2015-01281 based on the information you have provided. It is your responsibility to read the attached General Permit before you begin work. If your project fails to meet all of the terms and conditions of the subject General Permit, including the special conditions above, at any time (i.e., prior to commencement of the authorized work, during construction, or after project completion), the activity is considered unauthorized, and you should contact the Corps immediately.

In all future correspondence concerning this matter, please refer to our file number SAC-2006-02407. A copy of this letter is being forwarded to certain State and/or Federal agencies for their information. If you have any questions concerning this matter, please contact Stephen A. Brumagin, Project Manager, at (803) 253-3445

Respectfully,


Amanda L. Heath
Chief, Special Projects

Enclosures:

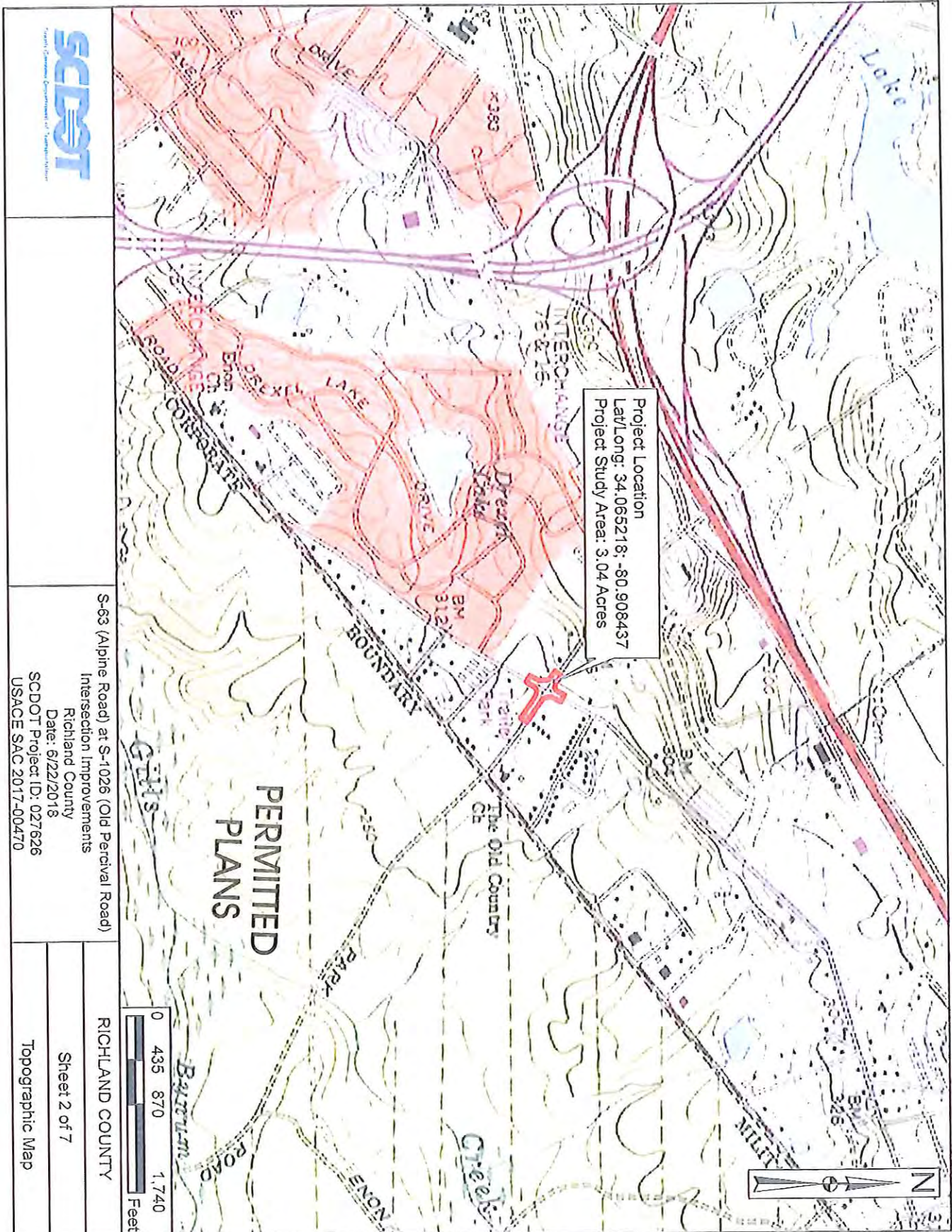
Permit Drawings
General Permit # SAC-2015-01281
Certification of Compliance

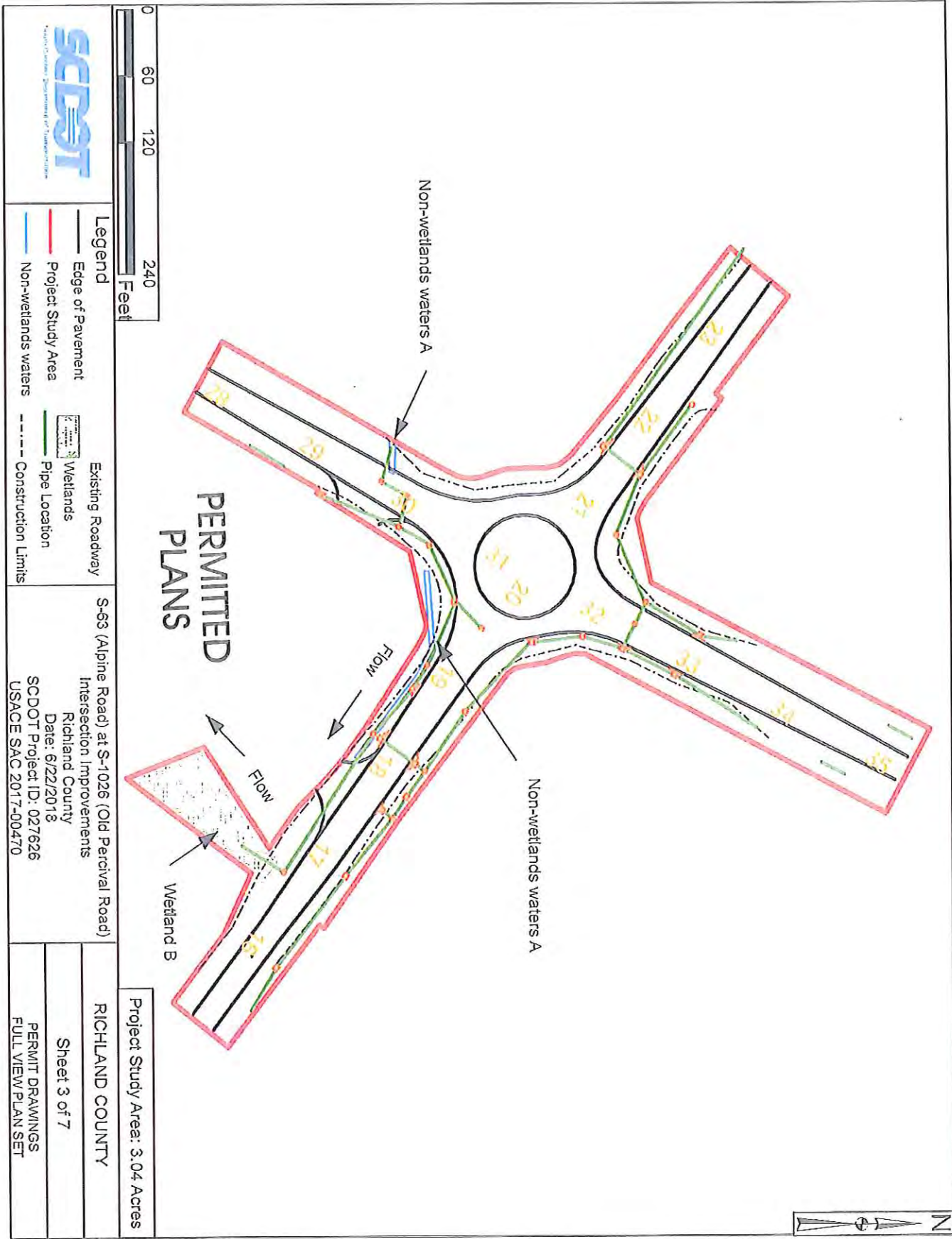
Copy Furnished:

Ms. Jessica Frey
TranSystems
400 West Nationwide Boulevard
Columbus, Ohio 43215

Mr. Chuck Hightower
South Carolina Department of
Health and Environmental Control
Bureau of Water
2600 Bull Street
Columbia, South Carolina 29201







- Legend**
- Edge of Pavement
 - Project Study Area
 - Non-wetlands waters
 - Existing Roadway
 - Wetlands
 - Pipe Location
 - Construction Limits

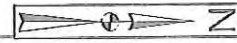
S-63 (Alpine Road) at S-1026 (Old Percival Road)
 Intersection Improvements
 Richland County
 Date: 6/22/2016
 SCDOT Project ID: 027626
 USACE SAC 2017-00470

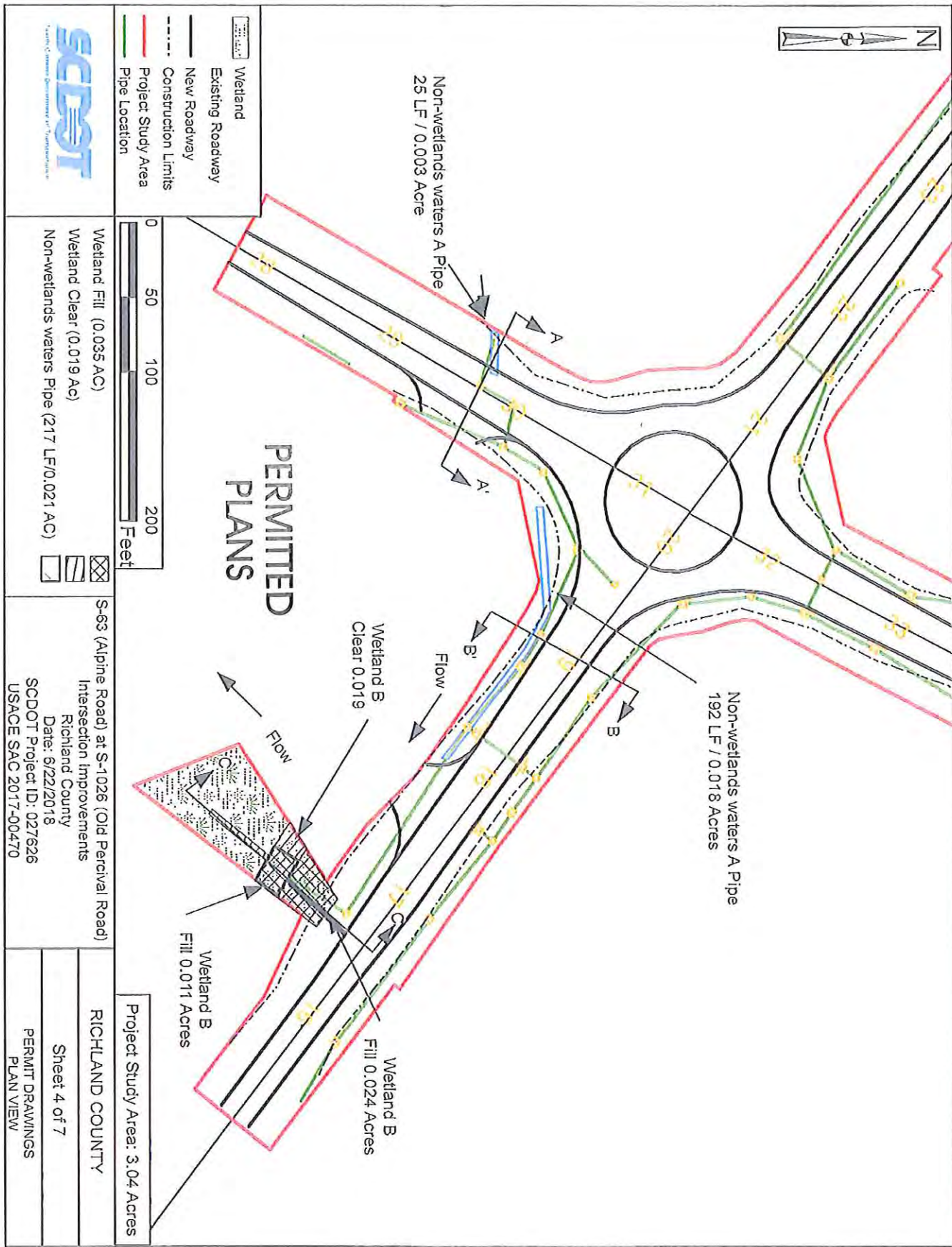
RICHLAND COUNTY

Sheet 3 of 7

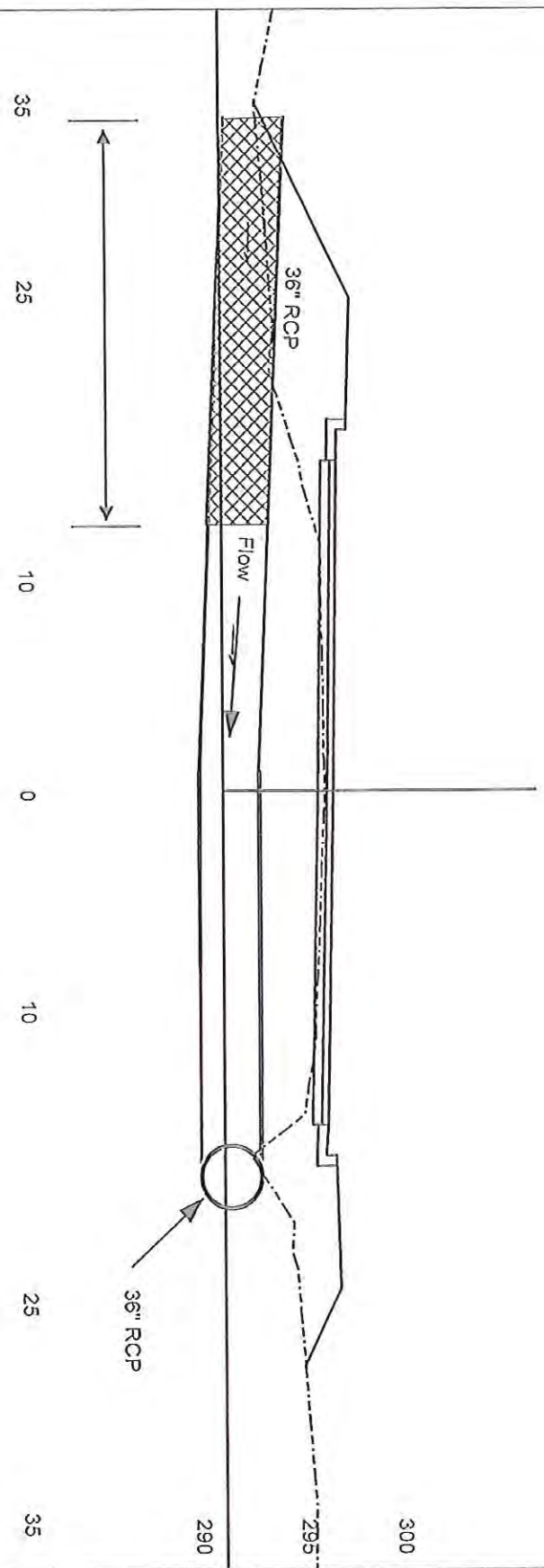
PERMIT DRAWINGS
 FULL VIEW/PLAN SET

Project Study Area: 3.04 Acres







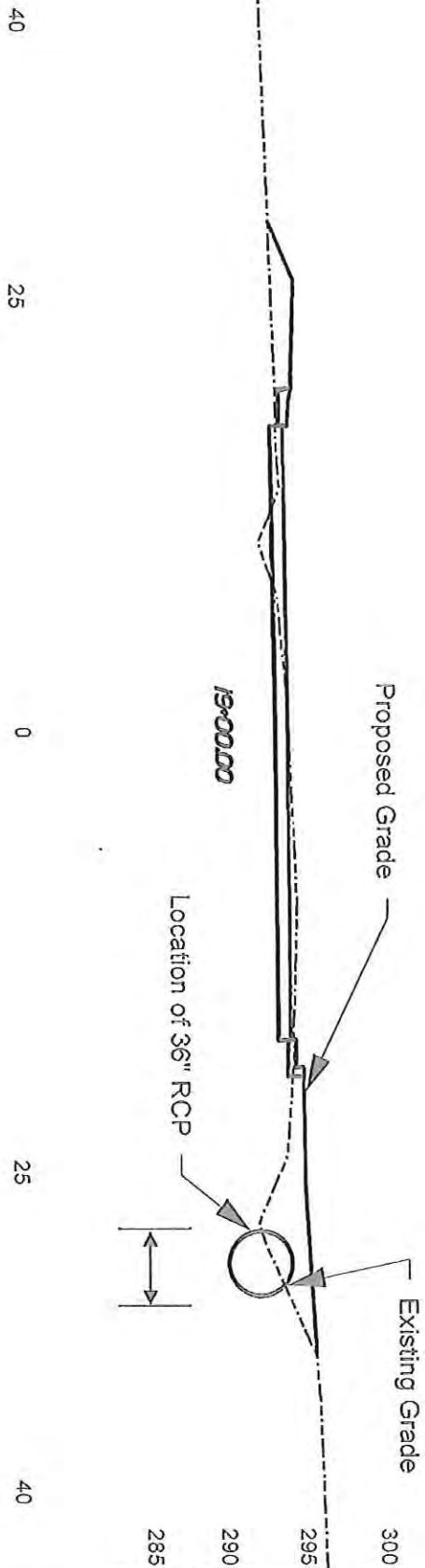
Sta. 29+71
 Section A-A'
 Non-wetlands waters A




**PERMITTED
 PLANS**

	Non-wetlands waters Pipe (25 L/F/0.003 Acres) 	S-63 (Alpine Road) a S-1026 (Old Percival Road) Intersection Improvements Richland County Date: 6/22/2018 SCDOT Project ID: 027626 USACE SAC 2017-00470	RICHLAND COUNTY
			Sheet 5 of 7 Cross Section Station 29+71

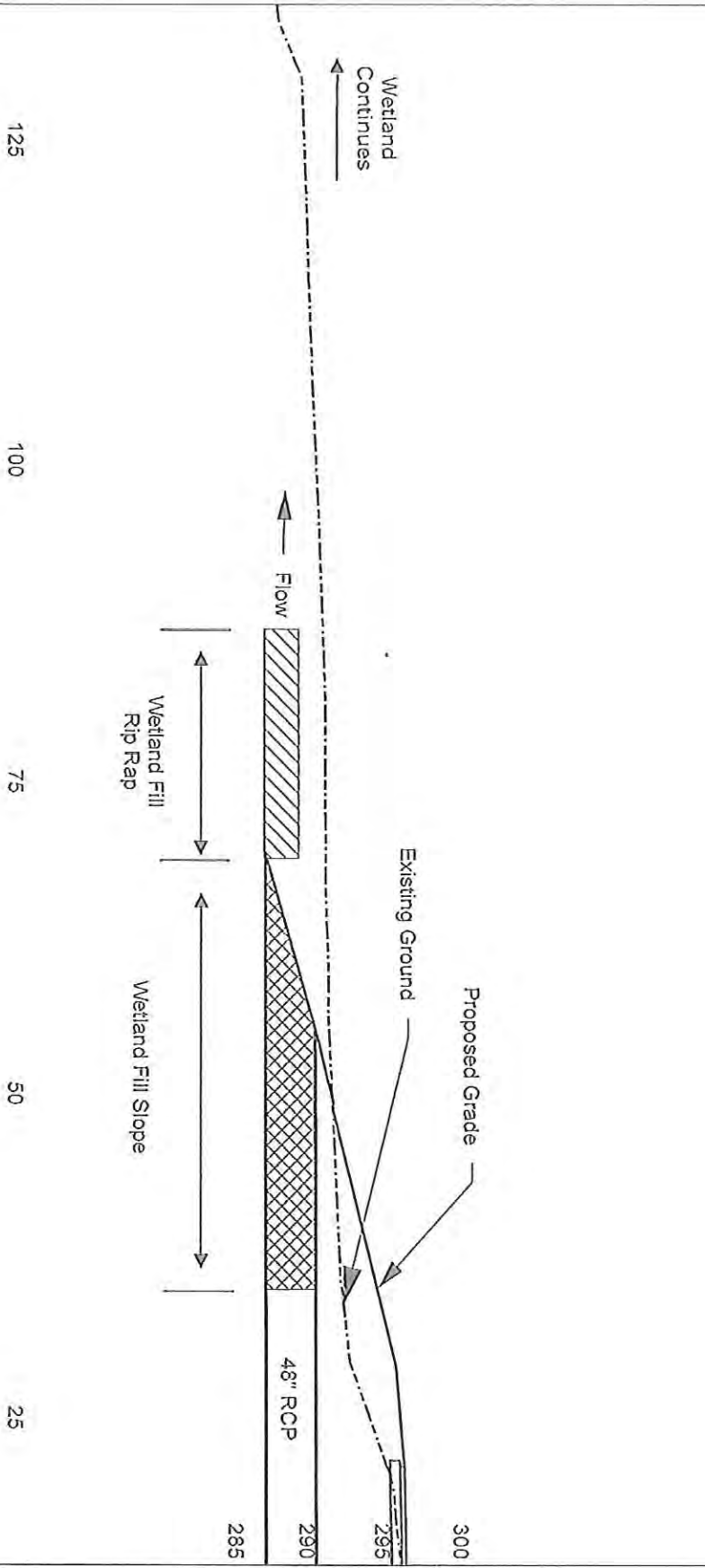
Sta. 19+00
 Section B-B'
 Non-wetlands waters A





**PERMITTED
 PLANS**

	Non-wetlands waters Pipe (192 LF/0.0183 AC)	S-63 (Alpine Road) a S-1026 (Old Perivival Road) Intersection Improvements Richland County Date: 6/22/2018 SCDOT Project ID: 027626 USACE SAC 2017-00470	RICHLAND COUNTY	
			Sheet 6 of 7 Cross Section Station 19+00	

Sta. 16+71
Section C-C'
Wetland B



**PERMITTED
PLANS**

	Wetland Fill Slope (0.024 Acres) Wetland Fill Rip Rap (0.011 Acres) Wetland Clear (0.01 Acres)		S-63 (Alpine Road) a S-1026 (Old Percival Road) Intersection Improvements Richland County Date: 6/22/2018 SCDOT Project ID: 027626 USACE SAC 2017-00470	RICHLAND COUNTY Sheet 7 of 7 Cross Section Station 16+71

Permit Number: _____

Name of Permittee: _____

Date of Issuance: _____

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Regulatory Division
69A Hagood Avenue
Charleston, South Carolina 29403-5107

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

=====

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	SCDOT S-36 (Alpine Road) and S-1026 (Old Percival Road) Intersection Improvement Project
<u>Location:</u>	Permit with maps are attached
<u>Buyer:</u>	SCDOT
<u>Buyer's USACE 404 Permit #:</u>	SAC-2015-01281
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$175
<u>Wetland Credits:</u>	0.40 (0.20 restoration/enhancement; 0.20 preservation)
<u>Stream Credits:</u>	868.00 (434.00 restoration/enhancement; 434.00 preservation)
<u>Credit Gross Proceeds:</u>	\$159,900.00
<u>Richland County Share:</u>	\$147,108.00 (92% of \$159,900.00)
<u>MCMH Share:</u>	\$12,792.00 (8% of \$159,900.00)

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this ____ day of _____, 2019 by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "SCDOT S-36 (Alpine Road) and S-1026 (Old Percival Road) Intersection Improvement Project" pursuant to USACE Charleston District permit SAC 2015-01281;

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) FOUR HUNDRED THIRTY-FOUR and 00/100 (434.00) stream restoration/non-buffer enhancement credits and FOUR HUNDRED THIRTY-FOUR and 00/100 (434.00) stream preservation credits (collectively, the "Stream Credits") and (b) ZERO and 20/100 (0.20) wetland restoration/non-buffer enhancement credits and ZERO and 20/100 (0.20) wetland preservation credits (collectively, the "Wetland Credits," and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Purchase Price. The purchase price for the (a) Stream Credits shall be ONE HUNDRED SEVENTY-FIVE and 00/100 Dollars (\$175.00) for each Stream Credit, for a total purchase price for the Stream Credits of ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED and 00/100 (\$151,900.00); and (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of EIGHT THOUSAND and 00/100 (\$8,000.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED and 00/100 (\$159,900.00) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

4. Delivery of Credits. Upon receipt of the Purchase Price, Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

(c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
Six Concourse Parkway, Suite 2140
Atlanta, Georgia

With a copy to:

The Lyme Timber Company LP
General Counsel
23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: South Carolina Department of Transportation

955 Park St
Columbia, SC 29205
2

With a copy to:

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

By:  _____

Printed:

Its:

EXHIBIT A

[Attach map of Service Area]

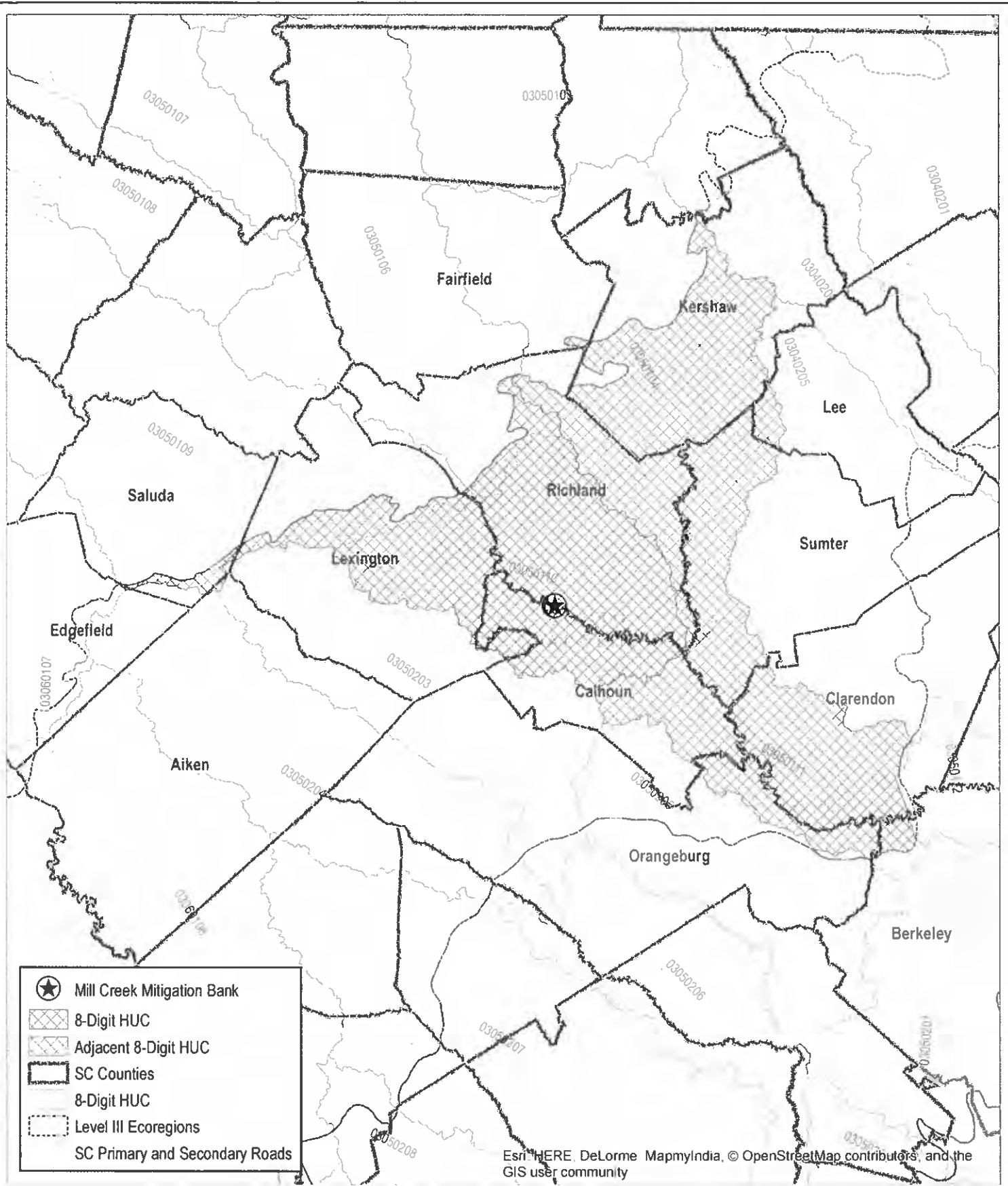


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 2016, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2016 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, _____ and _____/100 Stream Credits and _____ and _____/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:



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: October 10, 2019 **Meeting Date:** October 22, 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: Edmonds Farm Rd. Dirt Rod Paving

Background Information:

Edmonds Farm Rd is a dirt road in District 10, included in the Years 3-4 funding category, and recommended for design development. The existing road lies wholly within the existing rights of way owned by Norfolk Southern Railroad (NSRR); therefore, coordination with NSRR is and would be required for the successful paving of this road. NSRR has provided documented financial support for this project in return for the closing of (2) existing rail crossings within the project vicinity. NSRR has offered \$25,000.00 toward the paving project for each of the permanent closures. See Exhibit A for a copy of this project offer letter.

The location of these proposed crossing closures in relation to the paving project are shown in Exhibit B. SCDOT has confirmed that they have no claim to these crossings and would have no issue with their closures.

A joint resolution between NSRR and Richland County will be needed in order to vacate these closures, along with all other necessary railroad coordination specific to rights of entry and PE Agreements for design review.

Recommended Action:

Staff requests Council to approve the closing of these two railroad crossings.

Motion Requested:

None

Request for Council Reconsideration: Yes

Fiscal Impact:

This dirt road would be funded from the Dirt Road Paving Program. If Council approves the closure of the two railroad crossings then NS will provide \$50,000 to the County to assist with the paving of Edmonds Farm Rd.

Motion of Origin:

This request did not result from a Council motion.

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

Discussion:

None

Attachments:

1. Norfolk Southern Letter of Support
2. Overview Maps

Edmonds Farm Rd (Dirt Road Paving) – Norfolk Southern Railroad Project Support

Edmonds Farm Rd is a dirt road in District 10, included in the Years 3-4 funding category, and recommended for design development. The existing road lies wholly within the existing rights of way owned by Norfolk Southern Railroad (NSRR); therefore, coordination with NSRR is and would be required for the successful paving of this road. NSRR has provided documented financial support for this project in return for the closing of (2) existing rail crossings within the project vicinity. NSRR has offered \$25,000.00 toward the paving project for each of the permanent closures. See Exhibit A for a copy of this project offer letter.

The location of these proposed crossing closures in relation to the paving project are shown in Exhibit B. SCDOT has confirmed that they have no claim to these crossings and would have no issue with their closures.

A joint resolution between NSRR and Richland County will be needed in order to vacate these closures, along with all other necessary railroad coordination specific to rights of entry and PE Agreements for design review.

Exhibit A – NSRR Project Support Letter

Exhibit B - Proposed Crossing Closures Overview Map



Norfolk Southern Corporation
1200 Peachtree Street, NE – Box 13
Atlanta, GA 30309-0036
Phone 404-582-6937
william.miller@nscorp.com

William R. Miller
Public Safety Director

July 9, 2019

Ms. Allison Steele, P. E.
Assistant Director
Richland County Transportation Department
2009 Hampton Street
Columbia, SC 29204

Sent Via E-mail

**SUBJECT – State X-Over Rd. - DOT # 723 731D & Third St. – DOT # 723 729C–
Highway/Rail Grade Crossing Safety - Project Edmonds Mill Rd. Paving Project**

Dear Ms. Steele:

Thank you for taking the time to speak with me recently regarding the various reasons to pursue permanent closure of the Norfolk Southern railroad crossings, as outlined above, in Richland County.

Safety has always been a top priority at Norfolk Southern. Furthermore, we support the Federal Rail Administration's goal of consolidating 25% of the nation's public at-grade crossings. All railroads in the country have been tasked, by the FRA, to work with local communities to eliminate redundant crossings or un-needed crossings. Norfolk Southern has a program with incentive offers to assist your community with this consolidation process. This program exists because Norfolk Southern wants to prevent collisions with trains, which can result to injury or death.

The Norfolk Southern Grade Crossing Group would like to make an offer of \$25,000 each for the permanent closures of **State X-Over Rd. - DOT # 723 731D & Third St. – DOT # 723 729C** in Richland County, SC. It is understood that this incentive will go towards a paving project at Edmonds Mill Rd. which we will help to support given that all normal requirements for such projects are met.

We ask for your assistance in informing the proper Richland County officials of our offer and with local help in navigating the process for permanently closing the crossings. We look forward to working with you and the county on this important safety project.

It will be necessary for the county to pass a resolution vacating the crossing. Once this is done, forward a copy to me and on receipt I will process the request for the incentive payment to Norfolk Southern senior management. When the check is sent, NS will then close the crossing by removing the asphalt from between the rails out to our right-of-way. This will be done at NS' expense. It may be necessary for the road authority to put up, or remove existing, signage to indicate the crossings are closed.

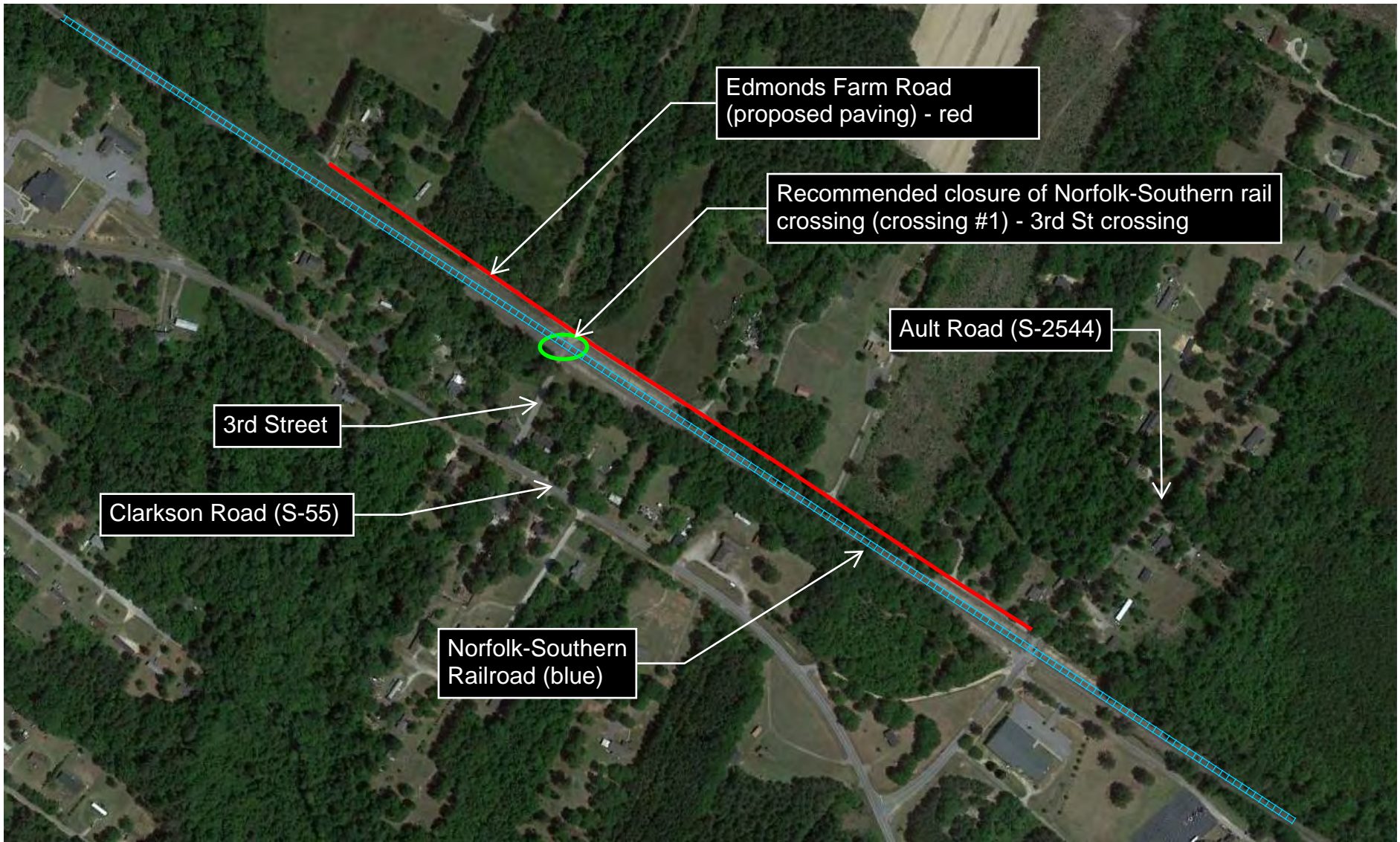
Page 2
Ms. Allison Steele, P. E.
July 9, 2019

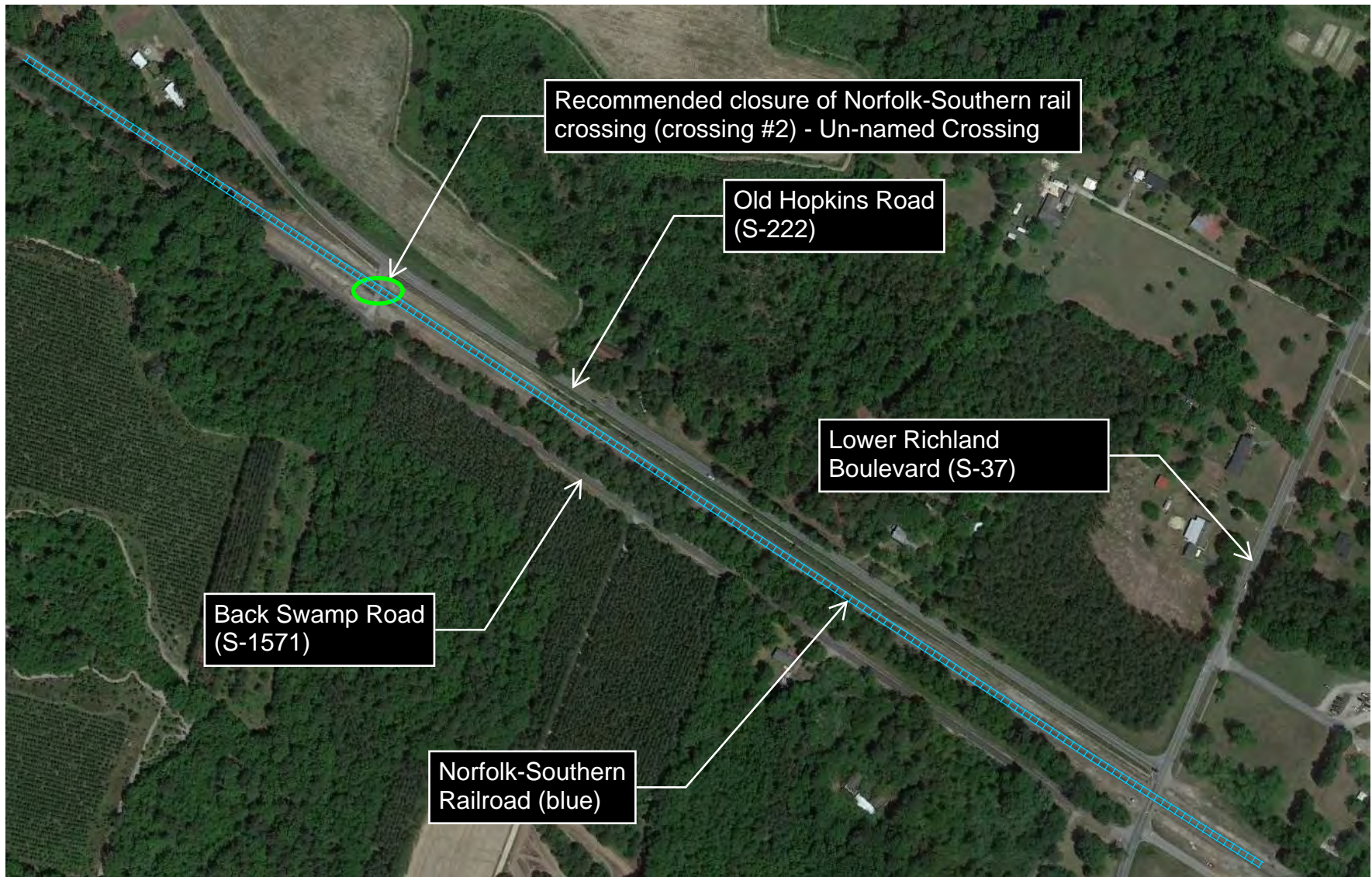
If you have any questions regarding this proposal, please give me a call at 404-582-6937.

Sincerely,

A handwritten signature in blue ink, appearing to read "William R. Miller". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Cc . Jacob Watson – NS (via e-mail)
Joey Riddle – SCDOT (via e-mail)
Eric Wessinger – SCDOT (via e-mail)
Mohammed Al-Tofan (via e-mail)
Raven Gambrell (via e-mail)
Ben Lewis (via e-mail)
David Beaty (via e-mail)





**RICHLAND COUNTY
ADMINISTRATION**

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



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: October 16, 2019 **Meeting Date:** October 22, 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: Transportation Cash Flow

Background Information:

First Tryon financial advisors have reviewed the remaining Penny projects along with their current proposed cost estimates and has evaluated the three options listed below:

1. Take out the full \$175 million BAN with General Obligation Bonds
2. Pay down \$24 million of the BAN using cash reserves and take out the remaining \$150 million with General Obligation Bonds
3. Do not incorporate a BAN and proceed with the projects on a pay-as-you go schedule.

Recommended Action:

Staff requests Council to approve Scenario 2, partial payback with \$150M in bonding.

Motion Requested:

Move to approve Transportation cash flow plan, Scenario #2, partial payback with \$150M in bonding.

Request for Council Reconsideration: Yes

Fiscal Impact:

Although repayment of some debt reduces cash on hand, the program as planned is sustainable with bonding for \$150M. This also reduces debt service costs by nearly \$28M.

Motion of Origin:

This request did not result from a Council motion.

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

Discussion:

As scenario three shows, a pay-go model is possible. However, this involves not starting new projects for at least 18 to 24 months with the current work underway or work about to be advertised.

Attachments:



DAVID CHEATWOOD, Managing Director

1355 Greenwood Cliff, Suite 400

Charlotte, NC 28204

Office: (704) 926-2447

Email: dcheatwood@firsttryon.com

Capital Project Sales Tax Model Update

Richland County, South Carolina

299 of 329

October 22, 2019

Executive Summary

Overview

- Using the County's Capital Project Sales Tax Model, First Tryon has worked with County staff to project three cashflow scenarios in which the County is able to take out its currently outstanding BAN and fund the remainder of its capital projects related to the transportation sales tax.

Scenario 1: 100% Debt

- The full \$175 million BAN is taken out with General Obligation Bonds.
- Capital projects related to the transportation sales tax are funded under PDT's latest cash flow schedule.

Scenario 2: 100% Cash

- The full \$175 million BAN is paid off with cash on hand in the penny tax fund (consisting of unexpended BAN proceeds and sales tax revenues)
- Capital projects related to the transportation sales tax will be fund on a pay-go basis out of quarterly sales tax distributions on an estimated project cash flow schedule provided by County staff.

Scenario 3: Debt/Cash Mix

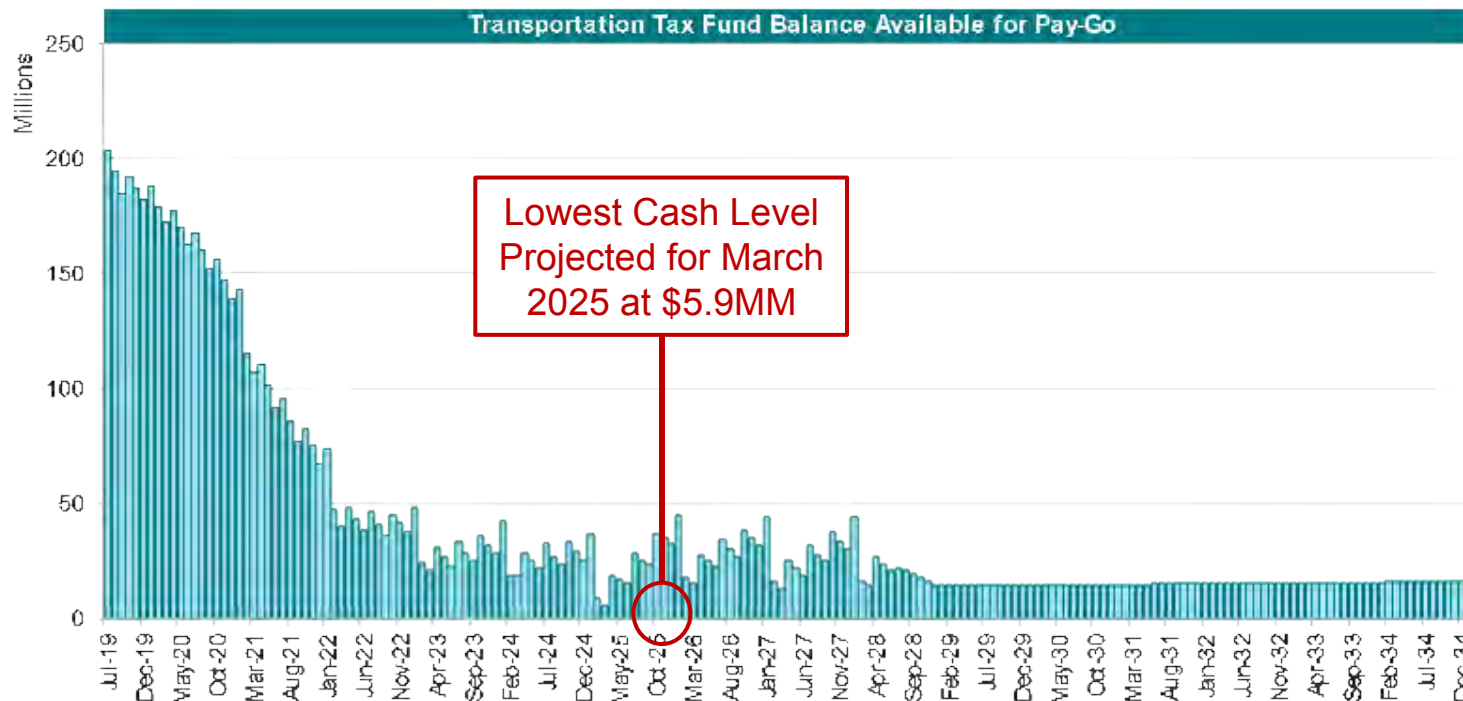
- \$25 million of the BAN is paid down using cash reserves
- Remaining \$150 million of the BAN is taken out with General Obligation Bonds.
- Capital projects related to the transportation sales tax are funded under an amended project cash flow schedule provided by County staff.

Scenario 1: 100% Debt – Overview

- The full \$175 million BAN is taken out with publicly sold General Obligation Bonds.
- Capital projects related to the transportation sales tax are funded under PDT's latest cash flow schedule.

CPST Revenue Assumptions	
Annual Collections (Beginning FY2020)	68,500,000
Annual Growth	3.00%
Beginning Date	7/1/2019
Ending Date	4/30/2035

Caps and Limitations	Cap/ Limitation	Proposed
Total Collection Limitation	1,070,000,000	1,070,000,000
Total Project Limitation	1,037,900,000	1,027,907,565
CMRTA Proj. Limitation	300,991,000	300,991,000
Roadway Proj. Limitation	656,020,644	657,335,302
Bike, Ped, Greenway Proj. Limitation	80,888,356	69,581,263
Total Administration Limitation	32,100,000	32,904,169

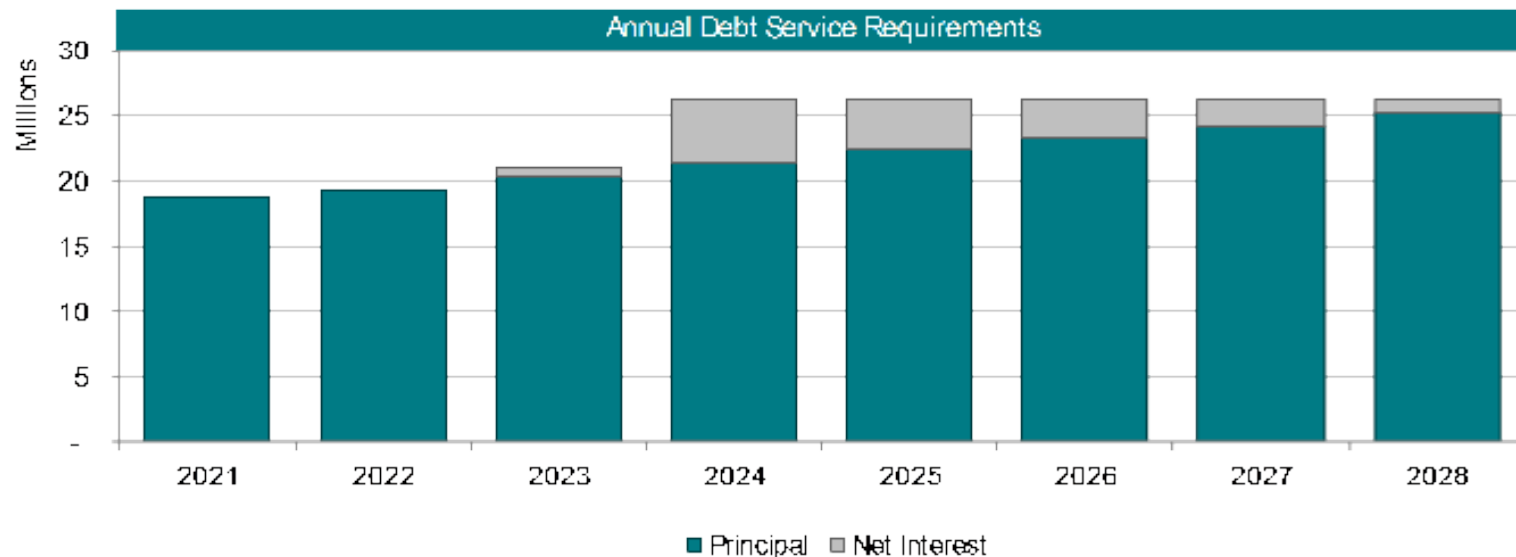


Scenario 1: 100% Debt – Debt Assumptions

- The County will issue \$175 million of General Obligation Bonds in the public market.
 - Term: 8 years
 - True Interest Cost: 1.71%
 - Total Debt Service: \$209.8 million
 - Total Net Debt Service: \$190.4 million
 - Total Net Interest: \$15.4 million
 - Average Annual D/S: \$26.2 million
 - Average Annual Net D/S: \$23.8 million

Sources of Funds	
Par Amount	175,000,000
Premium	20,298,712
Total Sources of Funds	195,298,712

Uses of Funds	
Project Fund	175,000,000
Capitalized Interest	19,473,712
COI / UD	825,000
Total Uses of Funds	195,298,712



Scenario 1: 100% Debt – Project Funding Schedule

- Under Scenario 1, it is estimated that the County will fund capital projects related to the transportation sales tax as follows:

Fiscal Year	Roadway Projects	Bike, Ped.,		Total
		Greenway Projects		
2020	80,983,847	8,912,484		89,896,331
2021	92,185,134	13,740,917		105,926,051
2022	82,795,949	3,578,690		86,374,639
2023	49,650,491	-		49,650,491
2024	40,431,647	77,304		40,508,951
2025	35,007,383	752,197		35,759,580
2026	18,083,072	6,173,112		24,256,183
2027	26,966,855	9,964,296		36,931,150
2028	23,527,743	9,004,526		32,532,269
2029	5,761,522	2,415,312		8,176,834
Total	455,393,641	54,618,839		510,012,480

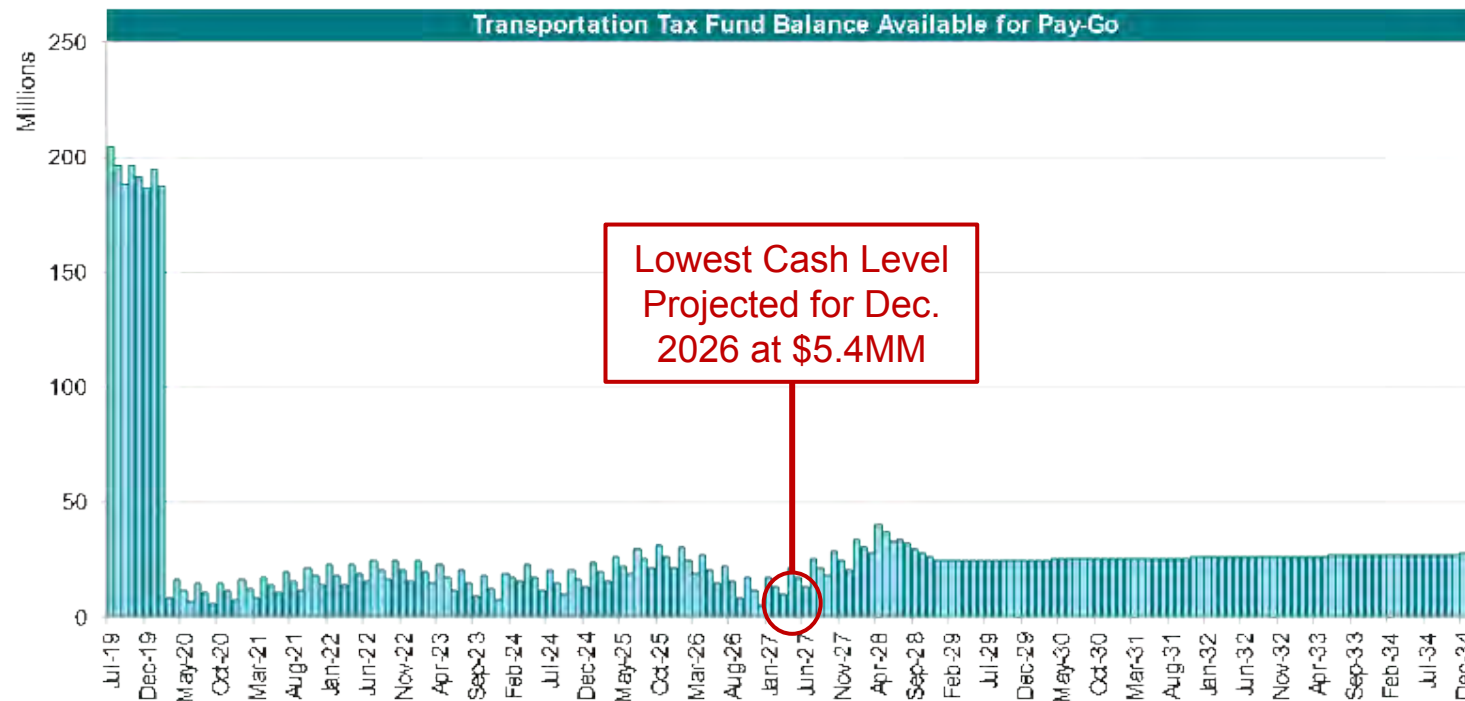
Note: figures do not include allocable interest earnings or expense

Scenario 2: 100% Cash – Overview

- 100% of the BAN is paid off using cash on hand in the penny tax fund (consisting of unexpended BAN proceeds and sales tax revenues).
- Capital projects related to the transportation sales tax will be fund on a pay-go basis out of quarterly sales tax distributions on an estimated project cash flow schedule provided by County staff.

CPST Revenue Assumptions	
Annual Collections (Beginning FY2020)	68,500,000
Annual Growth	3.00%
Beginning Date	7/1/2019
Ending Date	4/30/2035

Caps and Limitations	Cap/ Limitation	Proposed
Total Collection Limitation	1,070,000,000	1,070,000,000
Total Project Limitation	1,037,900,000	1,017,784,905
CMRTA Proj. Limitation	300,991,000	300,991,000
Roadway Proj. Limitation	656,020,644	648,323,776
Bike, Ped, Greenway Proj. Limitation	80,888,356	68,470,128
Total Administration Limitation	32,100,000	32,904,169



Scenario 2: 100% Cash – Project Funding Schedule

- Under Scenario 2, it is estimated that the County will fund capital projects related to the transportation sales tax as follows:

Fiscal Year	Roadway Projects	Bike, Ped.,		Total
		Greenway Projects		
2020	63,736,249	5,257,621		68,993,870
2021	38,372,040	7,184,522		45,556,563
2022	35,849,350	9,567,801		45,417,152
2023	54,394,903	3,983,958		58,378,861
2024	64,886,087	315,493		65,201,580
2025	47,978,991	752,197		48,731,188
2026	55,326,910	6,173,112		61,500,022
2027	50,117,609	9,964,296		60,081,905
2028	31,875,652	9,004,526		40,880,178
2029	8,195,147	2,415,312		10,610,459
Total	450,732,939	54,618,839		505,351,777

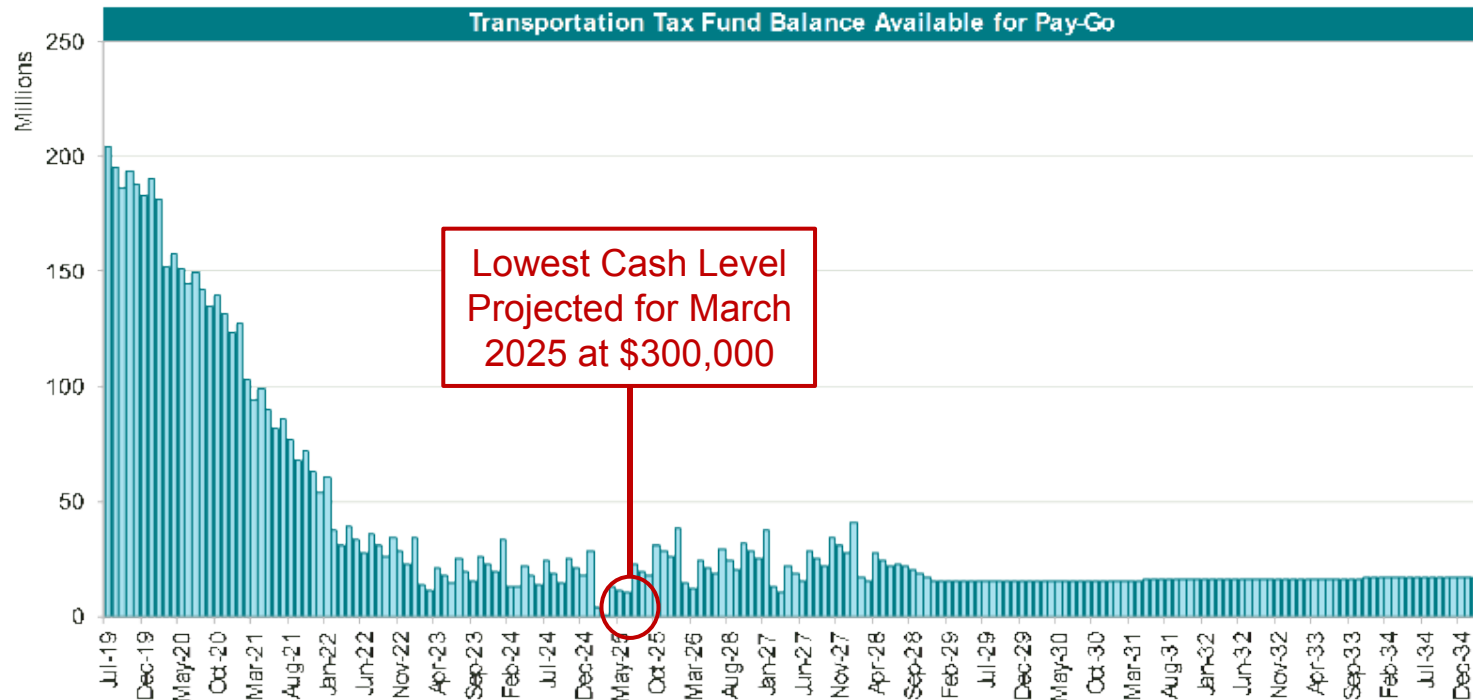
Note: figures do not include allocable interest earnings or expense

Scenario 3: Debt / Cash Mix– Overview

- \$25 million of the BAN is paid down using cash in hand in the transportation fund
- Remaining \$150 million of the BAN is taken out with publicly sold General Obligation Bonds
- Capital projects related to the transportation sales tax are funded under an amended project cash flow schedule provided by County staff.

CPST Revenue Assumptions	
Annual Collections (Beginning FY2020)	68,500,000
Annual Growth	3.00%
Beginning Date	7/1/2019
Ending Date	4/30/2035

Caps and Limitations	Cap/ Limitation	Proposed
Total Collection Limitation	1,070,000,000	1,070,000,000
Total Project Limitation	1,037,900,000	1,027,096,625
CMRTA Proj. Limitation	300,991,000	300,991,000
Roadway Proj. Limitation	656,020,644	656,613,376
Bike, Ped, Greenway Proj. Limitation	80,888,356	69,492,249
Total Administration Limitation	32,100,000	32,904,169

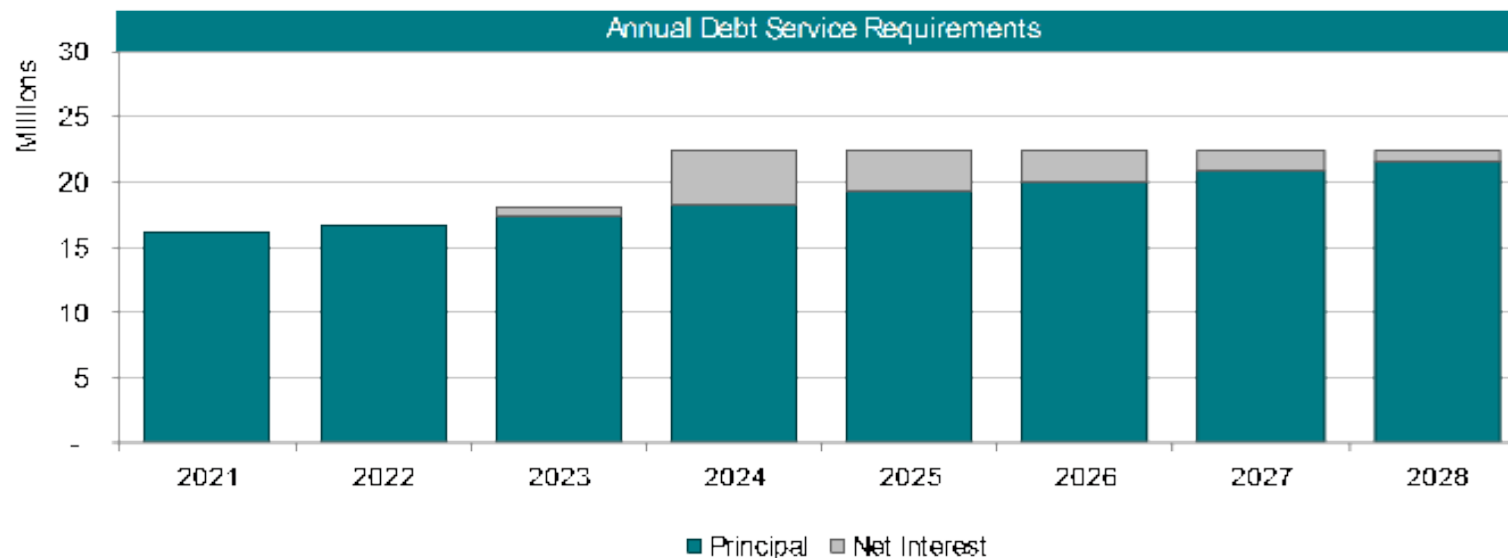


Scenario 3: Debt / Cash Mix – Debt Assumptions

- The County will issue \$150 million of General Obligation Bonds in the public market.
 - Term: 8 years
 - True Interest Cost: 1.71%
 - Total Debt Service: \$179.9 million
 - Total Net Debt Service: \$163.2 million
 - Total Net Interest: \$13.2 million
 - Average Annual D/S: \$22.5 million
 - Average Annual Net D/S: \$20.4 million

Sources of Funds	
Par Amount	150,000,000
Premium	17,398,807
Total Sources of Funds	167,398,807

Uses of Funds	
Project Fund	150,000,000
Capitalized Interest	16,648,807
COI / UD	750,000
Total Uses of Funds	167,398,807



Scenario 3: Debt / Cash Mix – Project Funding Schedule

- Under Scenario 3, it is estimated that the County will fund capital projects related to the transportation sales tax as follows:

Fiscal Year	Roadway Projects	Bike, Ped.,		Total
		Greenway Projects		
2020	74,128,848	8,686,782		82,815,630
2021	86,389,483	13,728,430		100,117,913
2022	85,277,812	3,816,879		89,094,692
2023	50,040,605	-		50,040,605
2024	43,242,253	77,304		43,319,558
2025	36,176,794	752,197		36,928,991
2026	20,460,920	6,173,112		26,634,032
2027	29,216,668	9,964,296		39,180,964
2028	23,498,350	9,004,526		32,502,876
2029	5,768,699	2,415,312		8,184,011
Total	454,200,433	54,618,839		508,819,272

Note: figures do not include allocable interest earnings or expense

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**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130



Date: October 29, 2019
To: Mr. Leonardo Brown, Administrator
Cc: Michael Niermeier, Director of Transportation
From: Jennifer Wladischkin, Procurement Manager
Subject: Assumptions for CE&I

With the end of the PDT contract this week, there have been discussions about how to transition seamlessly and provide the best services to the citizens of Richland County. Through my discussions with Mr. Niermeier, we have identified several projects where the County would benefit by assuming the responsibility for the remaining contracted work after the termination of the PDT contract. This work is related to Construction, Engineering & Inspection (CE&I) work, whereby inspectors have been working on site on a daily basis with the contractors, utility providers, SCDOT and other stakeholders. Their working knowledge of the projects is an asset for continuity and a smooth transition. In addition, other agencies have expressed their preference to have this continuity. This continuity will reduce risk to the County that introducing new responsible parties could lead to.

I have inquired as to the project status and work estimates with four companies who are currently providing CE&I and have outlined that information on the following spreadsheet. I would note that the information provided accounts for fourteen inspectors working on nine projects. Currently, the Transportation department has employed four inspectors. They are assigned to projects that have been awarded during the transition process. There are also two projects currently advertised. It would not be feasible for the existing staff to cover all of the inspections/projects. If there are not inspectors then construction would have to cease, potentially causing contractors to de-mobilize and move to other projects. This process would cause delays to work schedules, and additional costs associated with the stopped work and subsequent restart.

For these reasons, staff recommends the continuation of work with the existing inspectors. This continuation would apply only to those projects currently underway, and only for the duration of construction. The intention is to perform the work under a County prime agreement for consulting services. Future CE&I needs will be filled with Transportation staff and pre-qualified vendors established under Request for Qualifications RC-223-Q-2020.



Company	Inspector	Project	Months to Completion*	Estimated Monthly Cost**	Estimated Total Cost**
OLH Inc.	Johnny Harris	N. Main St- concrete	10	\$ 17,395.01	\$ 173,950.14
OLH Inc.	Patrick O'Neal	Candlewood NIP	1	\$ 19,958.54	\$ 19,958.54
OLH Inc.	Justin Adkins	Resurfacing P- concrete	5	\$ 14,656.10	\$ 73,280.50
OLH Inc.		Use of Nuclear Density Guages (4)	10	\$ 900.00	\$ 9,000.00
Brownstone	John Kinlcoh	Sidewalk Pkg S6	2	\$ 19,003.96	\$ 38,007.92
Brownstone	Kenny Pendergrass	N. Main St- asphalt	12	\$ 14,774.68	\$ 177,296.16
Brownstone	Enoch Dickerson	Resurfacing P- asphalt	5	\$ 10,101.30	\$ 50,506.52
Brownstone	David Whaley	Dirt Rd I- 7 roads	2	\$ 17,288.92	\$ 34,577.84
Brownstone	Dennis Law	Dirt Rd H- 5 roads	2	\$ 13,923.64	\$ 27,847.28
Brownstone	Theodore Hamilton	Clemson Rd Widening	24	\$ 15,651.64	\$ 375,639.36
Brownstone	Patrick Fulton	Broad River NIP	2	\$ 15,068.44	\$ 30,136.88
Brownstone	Scott Kersey	As needed to reduce OT	1	\$ 9,720.00	\$ 9,720.00
Tolleson	John Lewis	Dirt Rd J- 7 Roads	3	\$ 13,820.00	\$ 41,460.00
Tolleson	Domingo Perez	Dirt Rd J- 7 Roads	3	\$ 13,820.00	\$ 41,460.00
Tolleson	Charles Muir	Dirt Rd J- 7 Roads	1	\$ 13,820.00	\$ 13,820.00
Hussey, Gay, Bell***		Clemson Rd- Construction Admin & Record Drawings/PTO for Utility Relocations	N/A	N/A	\$ 33,000.00

*Months to completion based on latest estimates

**Costs will be billed as time & materials

***These services are not related to inspection but rather utility relocations

**RICHLAND COUNTY GOVERNMENT
DEPARTMENT OF TRANSPORTATION**

2009 Hampton Street, Columbia, SC 29204
T 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



MEMORANDUM

10/29/2019

To: Mr. Leonardo Brown, Administrator
From: Mr. Michael Niermeier, Director of Transportation
Cc: Dr. John Thompson, Assistant County Administrator
Ms. Jennifer Wladischkin, Procurement Manager
Subj: Assumption of CE&I Contracts

In accordance with Section XII, D.3 of the Program Management Agreement between Richland County, South Carolina and Richland PDT, the Transportation Department desires to assume several sub-contracts for services currently performed under the agreement. There contracts include the following:

1. Hussey, Gay, Bell: Construction Admin & Record Drawings for Utility Relocations on Clemson Road Widening. Contract services is near completion in the next few months.
2. Brownstone: Construction, Engineering, and Inspection for 7 projects that include North Main and Clemson Road. 5 projects end within 5 months.
3. OLH: Construction, Engineering, and Inspection for 3 projects to include North Main and Clemson Road.
4. Tolleson: Construction, Engineering, and Inspection for dirt roads ending in 3 months.

During early meetings with the South Carolina Department of Transportation, Mr. Leeland Colvin, Deputy Secretary for Engineering and Mr. Randal Young, Chief Engineer for Project Delivery, expressed concern about the turnover of the program and particularly on maintaining continuity of the road inspectors on SCDOT projects. They advised that maintaining current inspectors is highly desired by the SCDOT to ensure that project familiarity is maintained and risk to project compliance minimized. This directly relates to eventual project turnover to SCDOT when complete.

The SCDOT projects include:

1. North Main: There are two contract inspectors on the project. Project is scheduled to be complete in fall of 2020. Approximately 70% complete
2. Clemson Widening: There are two contract inspector on the project. Project is scheduled to be complete in winter of 2021. Approximately 45% complete.

Maintaining the current inspectors helps ensure that current quality is not compromised from gaps in knowledge of the project (e.g. schedule, issues, community, contractor, scope of work, reporting format) or needing to establish new work relationships with the prime contractor and sub-contractors. Addressing these concerns can reduce possible schedule slippage that can directly impact cost to the program.

Working with Ms. Waldischkin, we determined that assuming several current contracts to address these concerns is in the best interest of the County, the Penny Program, and SCDOT. Taking this action has many benefits that include but not limited to:

1. It shows responsiveness to our stakeholders. Taking over these contracts is the only way to guarantee that we maintain inspector continuity on the SCDOT projects.
2. This fills inspection gaps on certain inspection until the County awards work under it's new CE&I contract
3. Allows these small businesses to maintain their currently CE&I capability in the short term, keeping at least 14 jobs. This also keeps current inspectors on 8 projects that will be complete in the next 5 months.
4. Richland County Employee Inspectors can focus on the new work.
5. Keeping familiar and experienced inspectors on projects removes the need to orient new inspectors to the projects that requires time and training.

My recommendation, in consultation with the Transportation Project Managers, is to adopt the advice from SCDOT to ensure the best possible outcomes of these projects. The only way to accomplish this is to assume these subcontracts for only the period required to complete the projects.

Michael Niermeier
Richland County
Director of Transportation



Agenda Briefing

To: Chair Paul Livingston and Members of Council
Prepared by: Ashiya A. Myers, Assistant to the County Administrator
Department: Administration
Date Prepared: October 30, 2019 **Meeting Date:** November 05, 2019

Legal Review	Elizabeth McLean via email	Date:	October 31, 2019
Finance Review	Stacey Hamm via email	Date:	October 31, 2019
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Subject:	Town of Eastover Sewer Bills		

Recommended Action:

Staff recommends resuming payment of the monthly land lease payments to the Town of Eastover for the wastewater treatment plant located in lower Richland.

Motion Requested:

1. Move to approve staff’s recommendation to resume the payment of the monthly land lease payments to the Town of Eastover for the wastewater treatment plant located in lower Richland; or,
2. Move to deny staff’s recommendation.

Request for Council Reconsideration: Yes

Fiscal Impact:

Richland County has withheld \$12,666.64 in monthly lease payments for the wastewater treatment plant located in Lower Richland. The purchase order for the lease payments is already encumbered in the current budget.

Motion of Origin:

“...to approve this item, with the caveat that staff review the County’s contract with the Town of Eastover to see if the contract allows us to withhold our payments to offset their debt.”

Council Member	Dalhi Myers, District 10
Meeting	Special Called
Date	July 09, 2019

Discussion:

At its July 09, 2019 Special Called meeting, County Council was informed the Town of Eastover was in arrears of \$23,803.55 for the months of November 2018 to May 2019. As a result staff recommended the following:

- 1. The County stops paying the monthly land lease (\$3,166.66) where the wastewater treatment plant (WWTP) is located in Lower Richland;*
- 2. The County applies this amount toward the delinquent sewer user fees indefinitely;*
- 3. The Acting County Administrator issues a 30-day disconnection notice to Town of Eastover followed with performing disconnection, as necessary, if the Town does not pay past due invoices;*
- 4. The Acting County Administrator be authorized to exercise any actions including legal or collection, enabling Richland County to recover the lost fees associated with the services provided to Town of Eastover;*

Council unanimously approved the recommendation; therefore, staff took action accordingly by withholding the monthly land lease payment to apply the amount toward the delinquent sewer user fees.

The Town of Eastover has since paid its outstanding balance. As a result, staff is requesting to resume payment of the monthly lease for the wastewater treatment plant located in Lower Richland, beginning with the months of July 2019 to present.

Attachments:

1. Intergovernmental Agreement between Town of Eastover and the County of Richland
2. Richland County Council meeting minutes for the July 09, 2019 Special Called meeting

RECEIVED

JUN 29 1998

RICHLAND COUNTY
ATTORNEY'S OFFICE (2)

AUSTIN, LEWIS & ROGERS
PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE (803) 256-4000
TELECOPIER (803) 252-3679

DANIEL S. LEWIS
(1940-1981)

WILLIAM F. AUSTIN
E. CROSBY LEWIS
TIMOTHY F. ROGERS
RAYMON E. LARK, JR.
RICHARD L. WHITT
EDWARD L. EUBANKS
JOHN J. FANTRY, JR.
SANDRA L. BURR
W. MICHAEL DUNCAN
TIMOTHY J. SLABOUZ

June 29, 1998

Larry Smith, Esq.
Richland County Attorney
2020 Hampton Street
Columbia, SC 29201

Dear Mr. Smith:

Enclosed please find the original Intergovernmental Agreement Between Town of Eastover and the County of Richland, which has been executed by Mayor Geraldene Robinson.

Thanks.

Sincerely,

AUSTIN, LEWIS & ROGERS, P.A.



Nell B. Shayler
Legal Assistant

nbs

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) INTERGOVERNMENTAL AGREEMENT
) BETWEEN TOWN OF EASTOVER AND
) THE COUNTY OF RICHLAND

THIS AGREEMENT entered into this 23 day of JUNE, 1998, is by and between the Town of Eastover (hereinafter referred to as "Eastover") and the County of Richland, State of South Carolina (hereinafter referred to as the "County").

RECITALS

WHEREAS, the County desires to construct a regional wastewater transportation and treatment system to serve lower Richland County to include the Town of Eastover and surrounding communities; and

WHEREAS, Eastover owns and operates two wastewater treatment facilities within the Town of Eastover which are in need of upgrades and/or replacement; and

WHEREAS, Eastover has obtained a grant and loan to fund the upgrade of their wastewater collection and treatment systems; and

WHEREAS, Eastover herein agrees to assist the County in the funding of the regional wastewater treatment system by providing funds previously earmarked for upgrading their wastewater treatment plant and constructing an effluent pump station and force main to the Wateree River, provided that Eastover receives equal or greater treatment capacity in the regional facility as well as other consideration set forth below; and

WHEREAS, the County has agreed to fund a portion of the construction of the regional wastewater transportation and treatment system; and

WHEREAS, the 201/208 Plan designates Richland County as the management agency responsible for providing sewer service to lower Richland county, therefore the county will obtain all discharge and construction permits for the regional system; and

WHEREAS, the county has agreed to own, operate and maintain the wastewater system, under the conditions established herein, once it has been constructed.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I - RESPONSIBILITIES OF EASTOVER

Eastover, subject to USDA/RD approval, shall:

- (1) Coordinate with the agency from which they received their loan/grant to modify the scope of work to replace the upgrade of their existing wastewater treatment plant (WWTP) and the construction of the effluent pump station and force main and replace it with the plan to construct a raw sewer pump station and force main from their existing WWTP to the new regional WWTP and to participate in the cost of constructing the new WWTP.
- (2) Amend their existing engineering services agreement by deleting the design of the items mentioned in "number 1" above and by adding:
 - A. Prepare a design - build proposal package which is acceptable to Eastover and the County to include a 1 mgd package wastewater treatment plant, separate dual chlorine and dechlorination chambers, sludge drying beds and chlorine chamber wash down return pumps, a flow measuring chamber with continuous flow measuring device and site layout plan.
 - B. Design an effluent piping system to transport the wastewater from the new WWTP to the Wateree River.
 - C. Design a dual pump station and force main system to separately transport the processed water and the domestic wastewater from Huron to the new regional WWTP.
 - D. Design a new pump station and force main at Eastover's existing wastewater collection system to the new regional WWTP.
 - E. Prepare a plan to de-activate the two existing WWTP's in the town of Eastover.
 - F. Submit items A-E to the County and SC Department of Health and Environmental Control (DHEC) for approval and permitting.
 - G. Provide construction period services for Items A-E as described in "Section A" of the engineering services agreement.
- (3) Provide the design build proposal package and the plans specifications for Item 2, A-E as stated above to County for advertising and bidding.
- (4) Participate in the funding of the new regional wastewater system by:
 - A. Funding the engineering design and construction period services contract; pursuant to Article III paragraph 3 herein.
 - B. By investing the balance remaining, after construction of the raw sewer pump station and force main from Eastover's existing WWTP site to the new

regional WWTP and the deactivation cost of their largest WWTP, from the source of funds earmarked for their WWTP upgrade and effluent system, to include engineering cost for those components, but not less than \$400,000.00 into the construction of the new regional wastewater system.

- (5) Deed its interest in the regional wastewater system improvements, as defined in Article II Paragraph 4, to the County for operation and maintenance for the consideration granted herein.
- (6) Own treatment capacity in the regional WWTP in an amount not less than 250,000 gallons per day or (625) residential tap equivalents. This reserved capacity may increase if the total dollars invested by Eastover for items described in no. 3 above exceeds 500,000. Then the capacity reserved shall be equal to the total dollars invested for items in the design engineering and construction of the regional WWTP above divided by (\$800) which equals the number of residential tap equivalents or (# taps x 400) gallons per day. This reserved capacity may be used by Eastover to connect houses within their service area with one residential tap equivalent being redeemed for each house connected or may be sold to future customers on the regional system as new customers connect. Further, should DHEC release capacity currently reserved for Huron, Eastover will receive an additional 375 residential tap equivalents not to exceed a total of 1000 taps.
- (7) Have the right to purchase additional sewer treatment capacity from the County at a discounted rate as long as the County has available capacity in the 750,000 gpd regional WWTP. Eastover may purchase this capacity at eight (80%) percent of the established tap fee rate, until all capacity which is owned by the County in the 750,000 gpd regional WWTP is reserved.
- (8) Continue with their proposed in-town wastewater system upgrade plans, but shall replace their WWTP upgrade and effluent discharge line construction plans with a plan to construct a raw sewer pump station and force main from the WWTP to the new regional WWTP. The design of this new raw sewer pump station shall include a control manhole with a continuous flow measuring device which will be constructed by Eastover and will be made accessible to the County for flow measurement data collection and influent testing.
- (9) Pay to the County a monthly fee, for the wastewater metered through the flow measurement station. This fee shall be based on actual flow measured and shall be billed at the wholesale rate established herein. Payments not received by the 30th day of the month following the month from which Eastover was invoiced shall be subject to a finance charge assessed at an annual percentage rate of eight (8%) percent.

If the account becomes delinquent by ninety (90) or more days, the service shall be disconnected until such time as past due accounts and associated costs are paid. If sewer service is disconnected, there will be a Seven Hundred and No/100 (\$700.00) Dollar reconnection charge and the cost of collection. After proper notice is given of

the delinquency and the tap service is to be disconnected, the \$700 fee will be charged whether or not an actual disconnection is made. Any delinquent fee or fees may be collected by the County from the monthly lease payments by withholding any such delinquent amount from the lease payment

- (10) Operate and maintain their internal collection system and pump stations to the point of connection to the new raw sewer pump station located at their existing WWTP site. Eastover shall be responsible for invoicing and collecting sewer service fees for all customers connected to their system up to the point of connection to the regional system at their existing WWTP site. Eastover shall be responsible for the repayment of any and all debts they may have incurred toward the construction of their internal collection system or the new regional wastewater system and all operation and maintenance cost of their internal collection system.
- (11) Eastover will own the land, subject to all deed restrictions imposed by SCANA including reversion of title back to SCANA should property cease to be used as a waste water treatment plant, on which WWTP is located. This land will be initially deeded by SCANA to Richland County and Richland County agrees to deed the land to Eastover after Eastover complies with the terms of this agreement including the investment of \$400,000 in the regional WWTP. Eastover will lease the site to the county for a period of ten (10) years at an annual lease amount of \$38,000 to be paid in monthly installments of \$3166.66 payable on the first of each month. First lease payment to be made one month (30) days following the commencement of initial operations. Said Lease may be renewed for an additional 10 increments upon agreement by the parties, provided however, that the lease amount under said renewal will be equal to not less than \$38,000 plus 70% of the net income of the WWTP at the time of the lease renewal.

ARTICLE II - RESPONSIBILITIES OF THE COUNTY

The County shall:

- (1) Participate in the funding of the new regional wastewater transportation and treatment system at a rate to be established herein. This funding is to be provided by the Richland County Council under terms which are approved by the County Council.
- (2) Administer the construction contracts for all components of the regional system. The County shall take the plans, specifications and the design-build package as prepared by the engineer under contract with Eastover and shall advertise and bid the project in accordance with county procurement procedures. The County shall award the contracts and shall be responsible for contract administration through the completion of the project.
- (3) Periodically inspect the construction process to insure that construction is being performed in accordance with approved plans and specification and sound

engineering standards and principles.

- (4) Own the completed system for operation and maintenance. The system shall consist of the WWTP and all its components, pump stations and force mains from the proposed industrial site, the new raw sewer pump station and force main constructed from the existing Eastover WWTP site to the new regional WWTP and all future expansions by the County.
- (5) Administer the grant for connection of the proposed industry to the regional WWTP. This shall include grant administration and construction contract administration.
- (6) Establish and maintain an industrial wastewater pretreatment program for each industrial customer connected to the regional system. This shall include connection requirements, pretreatment requirements, pretreatment monitoring and compliance enforcement action.
- (7) Expand its wastewater transportation and treatment capacities as needed to serve the growth/expansion of the lower Richland County area. If expansion is required above and beyond the proposed 750,000 gpd WWTP the sewer tap fee and user fees will be re-evaluated to determine if adjustments are required.
- (8) Provide wholesale treatment to Eastover at rates established herein for Eastover. All future residential customers connecting directly to the components of the regional system will be charged the retail rate established within this agreement. All future industrial customers will be evaluated on a case-by-case basis and rates established based on the treatability of their proposed discharges.
- (9) Monitor the flow from each of its wholesale customers, to include Eastover, and shall invoice these customers for actual wastewater treated. This flow shall be monitored at the point of connection to the regional system in a control manhole constructed with a continuous flow monitoring device as approved by the County and at the expense of the customer.
- (10) Invoice each residential or commercial customer connected directly to the regional system for sewer service provided on a monthly basis based on the sewer service rate established herein and within the "Guideline for Unit Contributory Loading" as established by the SC DHEC. Each wholesale customer will be invoiced based on actual measured flows and established rates.
- (11) Provide reserve capacity in the regional WWTP for Huron in the amount of 360,000 gpd as established in a subsequent agreement. This capacity may only be used by the industry for wastewater generated at their site.
- (12) Provide reserve capacity in the regional WWTP to the SCANA Corporation for their donation of the land for the regional WWTP. Their total reserve capacity shall be 150 residential sewer tap equivalents or 60,000 gpd. This capacity may be sold to

future customers desiring to connect to the regional system.

- (13) Be responsible for the repayment of any and all debt incurred by the county toward the construction and/or operation of the regional wastewater system. The repayment method will be as determined by the County to be in its best interest and may include the use of revenue from sewer user fees, sewer tap fees or other sources of tax revenue or a combination of the above.
- (14) Pay monthly lease payments to Eastover as set forth above in Article I Paragraph 11.

ARTICLE III - MUTUALLY AGREED UPON BY EASTOVER AND THE COUNTY

If further mutually agreed by and between Eastover and the County as follows:

- (1) That this agreement shall be for an indefinite term of 10 year increments, unless it is mutually agreed upon by Eastover and the County to terminate the agreement. Any party desiring termination must give six (6) months written notice of its intention to terminate to the other party to this agreement.
- (2) That 60 days prior to the estimated date of connection to the regional system, Eastover shall notify the county of the estimated date for the initial delivery of wastewater and the estimated quantity.
- (3) That the County shall invest \$800,000 of County funds toward the construction of the regional wastewater system. It is further agreed that Eastover will construct the raw sewer pump station from the Eastover WWTP and the force main from the raw sewer pump station to the regional WWTP, and will invest the balance of the funds previously earmarked for their WWTP upgrade and their proposed effluent line into the construction of the regional WWTP. It is agreed that the amount of funds invested by Eastover into the regional WWTP cannot be less than \$400,000.00 It is also agreed that the property being donated by the SCANA Corporation will be used to site the regional WWTP. The \$150,000.00 donated by SCANA will be used toward the construction of same.
- (4) That Eastover will expand their existing engineering contract to include the items described in "Article I, Paragraph 2" and that the County shall reimburse Eastover the expense incurred in designing these items. Eastover agrees to issue the change order to the engineer by June 15, 1998. The county agrees to reimburse Eastover within seven (7) days of the receipt of the request for payment by the engineer, the cost of engineering for the items described in "Article I, Paragraph 2".
- (5) The sewer tap fees charged to residential customers connecting directly to components of the regional system shall pay a tap fee in the amount of \$800 per residential connection. A commercial customer will be required to pay a tap fee based on the "Guidelines for Unit Contributory Loadings" as provided by the SC

DHEC. A residential equivalent shall be based on 400 gpd.

- (6) The residential customer monthly user rate shall be \$22.50 per month. Commercial customers will pay a multiple for the residential rate based on the number of residential tap equivalents they were charged for connection.
- (7) The wholesale wastewater treatment rate to be paid by Eastover shall be \$1.25 per thousand gallons subject to annual review by the parties. Parties agree this rate may be adjusted taking into consideration DHEC and other regulations as well as costs of operations. Parties will mutually agree upon any rate adjusted. The quantity of wastewater will be determined by the metered flow in the control manhole located prior to the new raw sewer pump station to be constructed at the existing site.
- (8) That wastewater treatment capacity will be reserved in the 750,000 gpd regional WWTP as follows:

	gpd	residential tap equivalent
Eastover	250,00	625
Huron	360,000	900
SCANA Corporation (approx.)	66,000	150
Richland County	80,000	200

The reserved capacity for Eastover may be used to connect residents within their present service area at a rate of one residential tap equivalent per house connected.. Any surplus taps may be sold to future customers connecting directly to the regional system. The capacity served for Huron may be used for wastewater generated at that site only. Capacity reserved for SCANA and the County may be sold to customers connecting to the regional system only. It is agreed that the county will not sell capacity to any potential customers within Eastover's service area until all Eastover's capacity has been obligated.

- (9) That Eastover, through their engineer, will provide the design-build package for the regional WWTP within fourteen (14) days of the date of this agreement. The design for the effluent discharge system from the regional WWTP to the Wateree River and the dual pump station and the force main from the Huron industrial site to the regional WWTP shall be provided within forty-five (45) days of the date of the agreement. The design of the raw sewer pump station and force main from the existing Eastover WWTP to the regional WWTP shall be completed at the discretion of Eastover to compliment their construction schedule. The design-build package shall be advertised for bid by the County within seven (7) days of the date of this agreement. Proposals shall be received within thirty (30) days of the date of this agreement. The project completion date shall be established as October 1, 1998 for the regional WWTP to the Wateree River and the dual pump station and force main

from Huron industrial site to the regional WWTP. It is further agreed that both Eastover and the County will commit full cooperation between their personnel and resources to complete this project within the established schedule.

- (10) Eastover reserves the right to seek expansion of its service area through the appropriate agencies.
- (11) Parties hereto have expressed interest in the annexation rights of Eastover. Eastover agrees that during the life of this contract and any renewal thereof an ordinance annexing property upon which an easement for lines of the regional treatment facilities have been voluntarily granted will not be adopted without the consent of the grantor so long as the grantor holds the effected property, provided however, that annexation may occur pursuant to the laws of South Carolina if the property becomes contiguous to the town by other means than the regional treatment facility easements.
- (12) The parties agree that Eastover will not annex the property on which the WWTP will be located.
- (13) The parties agree that should any provision, clause, term, paragraph or phrase of this agreement be rendered void or ineffective by the order of any court, than the remaining terms of the agreement will remain in full force and effect.

WITNESS WHEREOF, the parties have hereunto set their hands and seals the year and day of the first above written.

WITNESSES:

THE TOWN OF EASTOVER

Deirdre Dove

By: Geraldine Heuser
Mayor

WITNESSES:

THE COUNTY OF RICHLAND

Michelle Ann Ditch

By: Paul Long
Chairman, County Council

Richland County Attorney's Office

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE NO. 2

PERSONALLY appeared before me, the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named, **TOWN OF EASTOVER**, by its duly Authorized Officer, sign, seal, and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Geraldine L. Lusk

Sworn to before me this the 23 day
of June, 1998

Deitch O. Dem (L.S.)
Notary Public for South Carolina

My Commission Expires 3/2000



Richland County Council

SPECIAL CALLED MEETING
July 9, 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 and Joe Walker

OTHERS PRESENT: John Thompson, Michelle Onley, Ashiya Myers, Cathy Rawls, Larry Smith, Michael Niermeier, Eden Logan, Nathaniel Miller, Casey White, Beverly Harris, Angela Weathersby, Art Braswell, Ismail Ozbek, Allison Stone, Clayton Voignier, Alonzo Smith, Chris Eversmann, Mohammed Al-Tofan, Synithia Williams, Tiffany Harrison, James Hayes, Jeff Ruble, Janet Claggett, Stacey Hamm and Shahid Khan

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:14 PM.
2. **INVOCATION** – The invocation was led by the Honorable Chakisse Newton
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Chakisse Newton
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: June 18, 2019** – Ms. Myers and Mr. Malinowski stated there were Scrivener’s errors in the minutes, which they will provide to the Clerk’s Office.

Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as corrected.

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

Opposed: Manning

Present but Not Voting: Kennedy

The vote was in favor.
 - b. **Zoning Public Hearing: June 25, 2019** – Ms. Myers moved, seconded by Mr. Jackson, to approve the minutes as distributed.

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

The vote in favor was unanimous.
5. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. McBride, to adopt the agenda as published.

17. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Town of Eastover Sewer Bills – Ms. Myers moved, seconded by Ms. Dickerson, to approve this item, with the caveat that staff review the County’s contract with the Town of Eastover to see if the contract allows us to withhold our payments to offset their debt.

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

Present but Not Voting: Kennedy

The vote in favor was unanimous.

18. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Authorizing the extension of the term of the fee agreement dated as of June 1998, by and between Richland County, South Carolina, and Spirax Sarco, Inc. – Mr. Jackson stated the committee recommended approval.

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

The vote in favor was unanimous.

- b. Providing for an installment plan of Finance for certain economic development projects; identifying, authorizing and pledging certain sources of revenue expected to be used by the County to make installment payments, including the proceeds of General Obligation Bonds, in one or more series, tax-exempt or taxable, in an amount not exceeding the County’s constitutional bonded debt limit; authorizing the commitment of certain County assets to the installment plan of finance; and other related matters [FIRST READING] – Mr. Jackson stated the committee recommends approval of this item.

Mr. Malinowski inquired if this deals with the financing plan that we were briefed on.

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

Opposed: Malinowski

Present but Not Voting: Manning

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

- a. Library Board – Four (4) Vacancies – Ms. Newton stated the committee recommended re-appointing Ms. Katherine Swartz Hilton, Ms. Betty Lumpkin Gregory, Mr. James Shadd, III, and Ms. Cheryl English.

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

The vote in favor was unanimous.

Whereas Deferred Action for Childhood Arrivals (DACA) program recipients have helped build our country's economy and contributed to the unique character of our nation;

Whereas Dreamers, both directly and indirectly, continue to grow businesses, innovate, strengthen our economy, and create American jobs in South Carolina;

Whereas Dreamers have provided the United States with unique social and cultural influence, fundamentally enriching the extraordinary character of our nation;

Whereas Dreamers, who have been living in legal limbo due to the uncertainty of the program protecting them, have been tireless leaders in their communities and economies, and amongst their families, friends, and loved ones.

And Whereas, despite these countless contributions, Dreamers' importance to South Carolinian society have been overlooked and their uncertainty and fear only drawn out by the lack of a permanent legislative solution protecting them.

Now, therefore, be it resolved by the [BLANK] assembled, that [DISTRICT/STATE] supports the passage of permanent protections for Dreamers by Congress.