

**RICHLAND COUNTY**  
**COUNTY COUNCIL AGENDA**



**Tuesday, MARCH 17, 2020**

**6:00 PM**

**COUNCIL CHAMBERS**

# RICHLAND COUNTY COUNCIL 2020



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



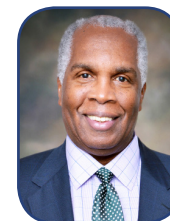
Joe Walker, III  
District 6  
2018-2022



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  
March 17, 2020 - 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 Gwen Kennedy

3. **PLEDGE OF ALLEGIANCE**

The Honorable Gwen Kennedy

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: February 18, 2020 [Executive Session  
Portion] [PAGE 8]

b. Regular Session: March 3, 2020 [PAGES 9-30]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

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

Larry Smith,  
County Attorney

a. Richland County vs. SC Dept. of Revenue Update

7. **CITIZEN'S INPUT**

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

8. **CITIZEN'S INPUT**

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 this time.)

**9. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

- a. Coronavirus Update

**10. REPORT OF THE CLERK OF COUNCIL**

Kimberly Williams-Roberts,  
Clerk to Council

- a. Richland Counts 2020 Census Block Party, March 19, 11:00 AM - 2:00 PM, 2009 Hampton Street
- b. North Main Widening Project Public Meeting, March 19, 5:30 - 6:30 PM, Eau Claire Print Building, 3907 Ensor Avenue
- c. Transportation Program Community Meeting, March 19, 6:00 - 7:30 PM, Council Chambers

**11. REPORT OF THE CHAIR**

The Honorable Paul Livingston

**12. OPEN / CLOSE PUBLIC HEARINGS**

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 Washington & Assembly, LLC; and other related matters
- b. 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 604 Huger, LLC; and other related matters

**13. APPROVAL OF CONSENT ITEMS**

The Honorable Paul Livingston

- a. 20-002MA  
Tommy Wood  
RS-MD to GC (1.46 Acres)  
7220 Frost Avenue  
TMS # R09402-02-01(p) [THIRD READING] [PAGES 31-32]

- b. 20-004MA, Deborah Stratton, RU to NC (2.17 acres), 4133 Clemson Road, TMS# R20281-01-27 [THIRD READING] [PAGES 33-34]
- c. 20-005 MA, Angie Dodson, NC to GC (1.46 acres), 1526 Leesburg Road, TMS# R16415-07-04 [THIRD READING] [PAGES 35-36]

**14. THIRD 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 604 Huger, LLC; and other related matters [PAGES 37-59]
- b. 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 Washington & Assembly, LLC; and other related matters [PAGES 60-85]

**15. SECOND READING ITEMS**

The Honorable Paul Livingston

- a. Approving the sale of certain property located on Farrow Road; and other related matters [PAGES 86-88]

**16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Calvin Jackson

- a. A Resolution Authorizing the Administration by the County of certain grant funds from the South Carolina Department of Commerce [PAGES 89-90]

**17. OTHER ITEMS**

- a. Mitigation Bank Credit Sales- City of Sumter, Shot Pouch Greenway [ACTION] [PAGES 91-147]
- b. Richland County Sheriff's Department - Forensic Laboratory Information Management System (LIMS) Grant [PAGES 148-150]
- c. Resolution requesting PrismaHealth to provide information to the public regarding the impending acquisition of Providence Hospital, Providence Hospital -

Northeast, Kershaw Health and Providence Health -  
Fairfield Emergency Room

- d. A Resolution to appoint and commission Jason Michael Jensen as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ACTION] [PAGE 151]
- e. A Resolution to appoint and commission Jameela Darcell Bryant as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ACTION] [PAGE 152]

**18. EXECUTIVE SESSION**

Larry Smith,  
County Attorney

**19. MOTION PERIOD**

- a. 2020 Census Partnership Resolution

The Honorable Paul Livingston

**20. 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.

items to be placed there. This is a request from the Midlands Business Leadership Group that would require Council to consider taking action to support a resolution.

Ms. Myers stated it seems there is a financial impact that is not quantified. This is asking for Council to agree to support resources, which translates into dollars.

Mr. Livingston recommended placing this item on the February 25<sup>th</sup> A&F Agenda for action.

Mr. Malinowski requested to have Mr. Ruble's input on this matter, as this item appears to be tied to economic development.

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

The vote in favor was unanimous.

18. **EXECUTIVE SESSION** – Ms. Myers moved, seconded by Ms. Kennedy, to go into Executive Session.

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

Opposed: Jackson and Walker

The vote was in favor.

***Council went into Executive Session at approximately 6:52 PM and came out at approximately 7:49 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.

- a. **Richland County vs. SC Dept. of Revenue** – Ms. Myers moved, seconded by Mr. Walker, to resolve the issue with SCDOR, as discussed in Executive Session. To include, guidance for moving forward with future expenditures, and for staff to present the proposal to Council at its earliest possible next meeting.

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

The vote in favor was unanimous.

19. **MOTION PERIOD**

- a. **Request for matching grant funds for Senior Resources [LIVINGSTON]** – Ms. Myers moved, seconded by Mr. Walker, to forward this item to committee.

Ms. Newton noted this request for funding is asking for a commitment by February 28<sup>th</sup>.

Ms. Roberts inquired if staff is supposed to place this item on the February 25<sup>th</sup> A&F Agenda.





## Richland County Council

REGULAR SESSION

March 3, 2020

Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

**OTHERS PRESENT:** Michelle Onley, Kimberly Williams-Roberts, John Thompson, Ashiya Myers, Ashley Powell, Angela Weathersby, James Hayes, Stacey Hamm, Judy Carter, Jeff Ruble, Tariq Hussain, Beverly Harris, Leonardo Brown, Larry Smith, Sandra Haynes, Brittney Hoyle-Terry, Michael Niermeier, Michael Maloney, Christine Keefer, Michael Byrd, Dwight Hanna, Ronaldo Myers, Hayden Davis, David Bertolini, Allison Steele, Geo Price, Synithia Williams, Art Braswell, Sienna Flynn, Jennifer Wladischkin, Robin Carter, Eden Logan and Shane Kitchen

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 Dalhi Myers
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Dalhi Myers
4. **PRESENTATION OF RESOLUTIONS**
  - a. **A Resolution Recognizing March 2020 as Bleeding Disorders Awareness Month** – Ms. Terracio presented a resolution recognizing March s Bleeding Disorders Awareness Month in Richland County.
5. **PRESENTATION**
  - a. **On the Table Impact Report, Central Carolina Community Foundation** – Ms. Cherise Arrendale, Strategic Initiatives and Communication Manager, presented a brief overview of the “On the Table” initiative. The initiative was launched to bring community members of Richland and Lexington Counties together to informal communications about how we can make the community a better place. The full results of the report can be found on their website at [www.onthetablecola.org](http://www.onthetablecola.org).
6. **APPROVAL OF THE MINUTES**
  - a. **Regular Session: February 18, 2020** – Ms. McBride moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

Mr. Walker noted, on p. 8 of the minutes, Item 18: “Executive Session”, that he did not second the motion to go into Executive Session.

Mr. Walker made a substitute motion, seconded by Ms. Myers, to defer this portion of the minutes until the Clerk's Office and review the record and correct the minutes.

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

Opposed: Manning

The vote in favor was unanimous.

- b. Zoning Public Hearing: February 25, 2020 – Ms. Terracio moved, seconded by Ms. Newton, to approve minutes as submitted.

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

Abstain: Newton

Present but Not Voting: Manning

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

Ms. Newton stated she was not in attendance for the Zoning Public Hearing, which is her reason for abstaining from the vote.

- c. Special Called Meeting: February 25, 2020 – Ms. Myers moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

7. **ADOPTION OF THE AGENDA** – Ms. McBride moved, seconded by Ms. Kennedy, to adopt the agenda a published.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

a. Richland County vs. SC Dept. of Revenue Update

b. 911 Contract Update

Ms. McBride moved, seconded by Ms. Myers, Kennedy to Executive Session.

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

Opposed: Malinowski and Manning

The vote was in favor.

***Council went into Executive Session at approximately 6:18 PM and came out at approximately 6:45 PM***

Ms. Kennedy moved, seconded by Ms. Terracio, 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.

Ms. McBride moved, seconded by Ms. Dickerson, to instruct the Administrator to move forward with the due diligence for the Burlington store to be used for the 911 Services and contract modification, as discussed in Executive Session.

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.

Ms. Dickerson moved, seconded by Ms. Kennedy, to reconsider this item.

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

Present but Not Voting: Manning

The motion for reconsideration failed.

9. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – Mr. Bart Walrath spoke in opposition of Item # 17(b): “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 a company identified for the time being as Project Novel; and other related matters”.

10. **CITIZENS' INPUT**

- 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 this time.) – No one signed up to speak.

11. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Fairfield County's Proposed Wastewater Treatment Facility – Mr. Brown stated there was a public hearing held on February 25<sup>th</sup> in Fairfield County related to the facility. Utilities and Conservation staff attended the meeting. The proposal is to construct a wastewater treatment. It was noted the population of Fairfield County has been declining, and it was hoped this project would boost economic development and the population. Fairfield County looked at discharging into Cedar Creek, at a cost of \$30M; Broad River at an estimate cost of \$40M; or to connect to the City of Columbia sewer system, by constructing 40 miles of pipe, at an estimate cost of \$87M. Additionally, it was noted the VC Summer Nuclear Plant was projected to help with development, but is no longer viable.

b. Sale of Utility Bonds – Mr. Brown stated the County had a sale of bonds related to the sewer system.

Mr. Walter Goldsmith, Tryon Advisors, stated the County sold \$31M of bonds on February 6<sup>th</sup>. Wells Fargo was the underwriter on the transaction. Due to this being the first time the County had sold revenue bonds, they had to get a credit rating for the bonds. The County got AA3 (Moody's) and AA- (S&P) ratings. The interest rate on the bonds is 2.68% for a 30-year bond, at a cost of approximately \$1.7M per year. As a part of the transaction, a USDA loan had to be refunded. The savings from that was \$475,000.

Mr. Goldsmith also updated Council on the Transportation Program Bond Anticipation Note. They were sold through a competitive sale, and will mature this time next year. There were 8 bids, and Bank of America was the winning bidder, at an interest rate of 0.97%.

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

a. Shuckin' on the Shoals, March 7, 9:00 AM – 2:00 PM, Saluda Shoals Park, 5605 Bush River Road – Ms. Roberts reminded Council of the upcoming Shuckin' on the Shoals event.

b. Transportation Greenway Informational Meeting, March 11, 5:30 – 7:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts reminded Council of the upcoming Transportation Greenway Informational Meeting.

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

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 Xplor Boatworks, LLC (a company formerly known to the County as Project Marion); and other related matters – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

a. 20-002MA, Tommy Wood, RS-MD to GC (1.46 Acres), 7220 Frost Avenue, TMS # R09402-02-01(p) [SECOND READING]

b. 20-004MA, Deborah Stratton, RU to NC (2.17 Acres), 4133 Clemson Road, TMS # R20281-01-27 [SECOND READING]

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- c. 20-005MA, Angie Dodson, NC to GC (1.46 Acres), 1526 Leesburg Road, TMS # R16415-07-04 [SECOND READING]
- d. Approval for the development, design, and advertisement of two CTC funded sidewalk projects
- e. Approval to Purchase and Install Cooling Tower – Alvin S. Glenn Detention Center
- f. Approval to Award Construction Contract – Lakeside at Ballentine Resurfacing
- g. Approval to Award – Contract for Construction – Shakespeare Crossing Community Center
- h. Approval to Award – Southeast Sewer and Water Project Division
- i. Approval to Award – Stormwater Drainage Ditch Maintenance Contract
- j. Approval of Annual DHEC EMS Grant-in-Aid
- k. Light Detection and Ranging (LiDAR) Elevation Data Grant Match
- l. Roll-off Containers Purchase Order Increase

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

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

Present but Not Voting: Manning

The vote in favor was unanimous.

16. **THIRD READING ITEM**

- 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 Xplor Boatworks, LLC (a company formerly known to the County as Project Marion); and other related matters – Mr. Jackson moved, seconded by Mr. Walker, to approve this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

17. **SECOND READING ITEMS**

- 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

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Infrastructure Credits to 604 Huger, LLC; and other related matters – Mr. Jackson moved, seconded by Ms. Kennedy, to approve this item.

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

Opposed: Newton and Myers

Present but Not Voting: Manning

The vote was in favor.

- b. 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 a company identified for the time being as Project Novel; and other related matters – Mr. Jackson moved, seconded by Mr. Walker, to approve this item.

Ms. Terracio inquired about what the rate of occupancy is for similar existing student housing.

Mr. Tushar V. Chikhliker, Nexsen Pruettt, introduced Mr. Andrew Savoy and Mr. Mark Lecocq with CRG, which are the developers.

Mr. Savoy stated he is managing the entitlement and development of the project. CRG is also concerned about the supply in the market. They have conducted two (2) market studies in the last year, which indicated the in-place occupancy is approximately 95% and pre-leased at 63% for the following year. Their two (2) most competitive properties (The Hub and The Empire) are 100% and 85% pre-leased. This indicates that there is a robust demand for walkable student housing properties, which are close to the downtown amenities.

Ms. Terracio inquired about what the current rate for a room is in one of the similarly situated housing units. In addition, what the rate will be in their new development.

Mr. Savoy stated the current rates average \$950/per bed, and their development's lease rate will be approximately \$50 more.

Ms. Terracio stated you can rent a 2-bedroom in Brooklyn for about \$2,000, so we will be competitive with their prices.

Mr. Lococq stated their project, and even their primary competitors, are just a single aspect of the overall student market that includes many properties, at many different levels of affordability. They believe a healthy housing market has options for renters at any number of levels.

Ms. Terracio inquired as to what they feel is an affordable price for a student in Columbia.

Mr. Lococq stated he honestly does not know. The properties they referenced are highly occupied, and have been for many years, which is an indication the demand is there for the current prices. They assume a certain level of elasticity with rent prices, and apartment prices are very dynamic.

Ms. Terracio stated these kinds of developments are suitable only for students. She inquired if they see any potential to market this kind of housing to anyone else, besides students.

Mr. Lococq stated the projects are purpose-built student housing. However, they are not restricted to any type of renter.

Ms. Myers inquired about the size of the unit.

Mr. Savoy stated that depends on the type of unit. The range of units are studios up to a 5-bedroom.

Mr. Manning inquired if this item went through Economic Development.

Mr. Livingston responded in the affirmative.

Mr. Manning stated, since he first got on Council, he had a tremendous concern about things that he was tasked to vote for. He has never felt that it is the local government's job to decide whether we need another "hamburger joint", how much you are going to charge for the hamburger, and how much a hamburger costs in Florida. It is the business sector, and if they are not going to make money, then they go bankrupt. He thinks it is dangerous for local government to get into what are you going to sell, where are you going to sell, whether we have enough people buying whatever they are selling. He wants to go on record that he is concerned with us ever looking at how we are going to vote on something based on how we feel, or how constituents might feel about whether we need another one of "something".

Mr. Malinowski inquired if the developers have determined what the enrollment may be in the next 3 years (i.e. flat, increasing/decreasing).

Mr. Lococq stated the University of South Carolina's projections show approximately a 3% enrollment increase over the next 5 years. They also track the percentage of students that are admitted versus the percentage that apply, which indicates a strong demand from the public to attend the colleges.

Mr. Malinowski inquired what the 3% increase will equate to, in terms of students.

Mr. Lococq stated it would be approximately an increase of 1,000 students per year.

Mr. Malinowski inquired about the size of the project.

Mr. Lococq stated it would encompass 679 beds.

Ms. Dickerson inquired if the housing will only be open to the USC students, or other surrounding colleges and universities.

Mr. Lococq stated it is open to all students.

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

Opposed: Terracio, Malinowski, Newton and Myers

The vote was in favor.

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

- a. Approval to Award Governmental Affairs/Political Representation Contract – Mr. Livingston inquired about how this matter was advertised.

Ms. Wladischkin stated they advertised on the Richland County Procurement website, as well as, the SC Business Opportunities, which is an online publication provided by the State of South Carolina.

Ms. Newton inquired if only one firm responded, or were they the only responsive bidder.

Ms. Wladischkin stated they were the only firm that responded.

Mr. Manning inquired when these services were last bid out.

Ms. Wladischkin stated it would have been approximately 5 years ago. It was a one-year contract, with up to four (4) one-year renewals.

Mr. Manning inquired as to when this contract would go into effect.

Ms. Wladischkin stated they would have the contract prepared, so when it is executed by both parties it will be go into effect.

Mr. Manning noted we are in the middle of a legislative session, and we are going to change our lobbyist. He inquired if that was taken into consideration, when we determined when we put the bid out and have the new contract take effect. He stated it seemed like changing the lobbyist in the middle of the session is not smart timing.

Ms. Wladischkin stated they used the contract expiration date to drive the solicitation process.

Mr. Jackson, stated for clarification, we could approve the contract and not have it start until the current contract ends.

Ms. Wladischkin stated the way the current contract is worded it would have expired by its own terms. If it is Council's will to extend the contract to the end of the legislative session, they would have to negotiate with the current provider to extend the contract.

Mr. Jackson noted having someone come in this close to end of the legislative session and have them make an appreciable difference is likely unrealistic.

Mr. Manning stated the fact our current lobbyist had no interest in applying indicates they have had their fill of Richland County, so they may be eager to get out of their contract. Of all the lobbying firms out there, we were lucky that one had an interest, which is a sad state of affairs.

Ms. Myers inquired if there is an overlap between what our individual lobbyist would be doing and what the SCAC is already doing for the County.

Mr. Smith stated the SCAC lobbyist handles matters related to all of the counties, and our lobbyist would be specific to Richland County issues.

Ms. Myers inquired if we have provided the lobbyist any specific issues in which to concentrate.



Mr. Smith stated he does not know the answer to that question.

Ms. Myers stated she has no objection to the County continuing the current contract for 2 months, if there is something specific they are working on.

Ms. McBride inquired if the number of bids received was consistent to when this matter was bid out previously.

Ms. Wladischkin stated she did not have the information tonight, but could provide the information to Council.

Ms. McBride inquired if the solicitation is limited.

Ms. Wladischkin stated the County does not have a practice of systematically seeking out vendors because we do want it to be viewed as if we are showing favoritism. We make the solicitation as objective as possible.

Ms. McBride stated she wondered if the County's outreach is far enough. Not only with this, but all over, as we recruit different companies.

Mr. Manning stated he is concerned there is no one in the room that can provide feedback on what the lobbyist has been doing for the County for the last 5 years. He noted that Ms. Terracio introduced a resolution for Council's support regarding the ERA that the lobbyist should have been working on with the Legislature. In addition, if we are paying dues to the SCAC to provide lobbyists, then why do we have this contract, and at whose bequest did we advertise for lobbyist services.

Ms. Dickerson moved, seconded by Ms. Kennedy, to defer this item until the March 17<sup>th</sup> Council meeting.

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

Opposed: Jackson, Newton, Myers, Manning and Walker

The vote was in favor.

- b. Adoption of 2018 Building Codes – Ms. Myers inquired if there are measurable differences from last year to this year, and are there distinctions the citizenry would need to know about before we adopt these changes.

Mr. Zaprzalka stated the building code cycles are every three (3) years, and you basically see small modifications. He noted the State Commission of Builders commission these changes down to the counties for adoption.

Ms. Myers inquired about how we put people on notice.

Mr. Zaprzalka stated whenever you permit is how they gauge which building codes will apply. Ms. Myers inquired if the building community was already aware of the changes.

Mr. Zaprzalka stated the builders write the changes, so they are aware.

Ms. Terracio moved, seconded by Mr. Walker, to approve this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- c. Increase FY20 Budget Allocation – Central Midlands Council of Government – Ms. Dickerson stated the committee recommended increasing the Central Midlands Council of Government budget allocation by \$10,866 to make the total allocation \$189,298.

Ms. Newton stated, for clarification, these are the dues the County is obligated to pay, per the agreement with the CMCOG.

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

Opposed: Malinowski and Walker

Present but Not Voting: Manning

The vote was in favor.

- d. Salary Adjustment for Richland County Magistrates [DENIAL] – Ms. Dickerson stated the committee sent this forward with a recommendation for denial. Since the committee meeting, she has received a request from Judge Edmond to defer this item, and bring it back at a later time.

Ms. Dickerson moved, seconded by Ms. McBride, to defer this item.

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

Opposed: Malinowski, Manning and Walker

The vote was in favor.

POINT OF ORDER – Mr. Manning inquired if this item was being deferred back to committee or a Council meeting.

Ms. Dickerson stated it was deferred back to committee.

Mr. Manning asked that the record reflect that he voted against this item because it was not clear whether it was going back to committee or a Council meeting.

- e. Senior Resources – Request for Matching Grant Funds – Ms. Dickerson stated the committee forwarded this to Council without a recommendation.

Mr. Andrew Boozer, Executive Director of Senior Resources, stated they have a unique opportunity to receive State funding. The request before Council is for matching grant funds. He stated they have built a coalition, as he had suggested, when he appeared before Council a few weeks ago. In addition to the \$60,000 the board has committed, they have been pledged \$40,000 from two (2) corporate sponsors, and received a \$25,000 commitment from the City of Columbia, contingent upon the

award from the State. The additional \$25,000 from Richland County would fully meet the \$150,000 match required by the State of South Carolina Department on Aging.

Mr. Malinowski stated, if you are looking at a \$350,000 with a 30% match it does not total \$150,000. It equals \$105,000, so why is requested match \$150,000.

Mr. Boozer stated that was the amount dictated by the Department on Aging. The total project is \$500,000 with \$350,000 being provided by the Department on Aging's competitive grant, and the remaining \$150,000 in matching funds.

Mr. Malinowski inquired if the County has been provided any of the grant paperwork with the details of the grant.

Mr. Boozer stated he has not shared the full grant package with Council. He conferred with the Government and Community Services Department the day after the publication of the grant on January 9<sup>th</sup>.

Mr. Malinowski inquired if Senior Resources is planning to enter into a MOU with the County.

Mr. Boozer responded that was not his intention, but he is happy to work with the Legal Department and Administration to fulfill any obligations on behalf of Senior Resources. His intention is to take the money and serve the seniors of Richland County. He stated Senior Resources has over 5 decades of loyal service, and has worked closely with Richland County and will continue to do so.

Mr. Malinowski inquired what Senior Resources offers that the Lourie Center does not offer.

Mr. Boozer responded the Lourie Center is a membership- based senior center that was originally built in 1991 with the same grant funds before Council. Senior Resources serves needs-based to Richland County seniors who are in need of food, education, exercise and in-home services, at no cost to the seniors. Senior Resources services, as opposed to the Lourie Center, which is membership-based, are provided to the seniors through their relationship with the Central Midlands Council of Governments' Agency on Aging.

Mr. Malinowski stated the Lourie Center requested one-time funding years ago, yet they continue to receive funding year-after-year.

Mr. Boozer stated Senior Resources has not submitted a one-time capital request to Council in over 30 years. They purchased the building they operate in outright, with their own funds. They funded a \$300,000 renovation to the Meal-on-Wheels kitchen in 2017, without any funding requested. He stated they are honored the County supports Senior Resources, and its services, with their operating budget.

Mr. Malinowski stated he is aware Senior Resources receives \$500,000 from the County each year, but they also receive other outside donations. In 2019, they received at least \$50,000, and he does not know where those funds went.

Mr. Boozer stated those private funds are dedicated to the services, and not designated toward the capital fund.

Mr. Malinowski inquired as to what kind of responsibility the County will have to Senior Resources if the County provides the requested funding.

Mr. Smith stated, since this will be in reference to matching grants, he does not know if there will be any grant stipulations, but he would imagine that tied to this will be some type of requirements. The requirements will be in writing, in terms of what they are supposed to do with the money, and how they are to account for it.

Ms. Newton stated, looking at the briefing document, it says, limited funding is available, and it is advised that we not exceed \$25,000. She interpreted that to me there is \$25,000 available to meet the matching request.

Mr. Hayes indicated that was correct.

Ms. Newton stated, for clarification, this item was referred to Council without a recommendation; therefore, it will require a motion.

Ms. Dickerson responded in the affirmative.

Ms. Myers moved, seconded by Ms. McBride, to approve the one-time matching grant fund request for Senior Resources in the amount of \$25,000.

Ms. Newton made a friendly amendment to make the receipt of the funds contingent upon them securing the matching funds for the grant.

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

Opposed: Malinowski

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Myers, to reconsider this item.

In Favor: Malinowski

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

The motion for reconsideration failed.

19. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. Approving the sale of certain property located on Farrow Road; and other related matters [FIRST READING] – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated he hopes when this comes back for 2<sup>nd</sup> Reading that additional details are provided. The only information provides is there is 200+ acres for sale. We do not know who is buying it, and there are no maps provided. It was his understanding that we recently passed rules that govern the sale of County property. One of the important matters, in selling County property, was that it was supposed to be publicly listed with a realty company. If we start selling property to people or entities because they want to have it, it seems that is not transparent.

Mr. Jackson stated some of the questions raised by Mr. Malinowski were discussed in Economic Development Committee, and he will ensure the answers are provided in the briefing documents at 2<sup>nd</sup> Reading.

Ms. Dickerson inquired if this is the same property we were using for the soccer and baseball fields.

Mr. Ruble indicated it was not.

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

Opposed: Terracio, Malinowski and Newton

Abstain: Manning

The vote was in favor.

20. **REPORT OF RULES & APPOINTMENTS COMMITTEE**

a. **NOTIFICATION OF VACANCIES**

1. Accommodations Tax – Two (2) Vacancies (1 applicant must have a background in the lodging industry & 1 applicant must have a background in the cultural industry)
2. Hospitality Tax – Three (3) Vacancies (Two applicants must be from the Restaurant Industry)
3. Employee Grievance Committee – Eight (8) Vacancies (Must be a Richland County employee; 2 seats are alternates)
4. Board of Assessment Appeals – Six (6) Vacancies
5. Board of Zoning Appeals – One (1) Vacancy
6. Building Codes Board of Appeals – Six (6) Vacancies (One applicant must be from the Architecture Industry, One from the Gas Industry, One from the Building Industry, One from the Electrical Industry & Two from the Fire Industry, as alternates)
7. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
8. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
9. Community Relations Council – Six (6) Vacancies
10. Historic Columbia – One (1) Vacancy
11. River Alliance – One (1) Vacancy
12. Music Festival – Two (2) Vacancies
13. LRADAC – One (1) Vacancy

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14. Central Midlands Council of Governments – Three (3) Vacancies

15. CMRTA – Two (2) Vacancies

Mr. Malinowski stated the committee recommended advertising for the vacancies.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

Mr. Livingston stated there was discussed about the CMRTA Board, and not having both of the vacancies filled by citizens.

Mr. Malinowski stated that matter has not been taken up by the Rules and Appointments Committee. The advertisement will state there are two (2) vacancies, but does not stipulate if they are citizens or Council member vacancies.

b. NOTIFICATION OF APPOINTMENTS

- I. Planning Commission – Three (3) Vacancies – Mr. Malinowski stated the committee recommended appointing Ms. Beverly Diane Frierson, Mr. Terrence J. Taylor, Sr. and Mr. Bryan Grady.

Mr. Jackson stated he has not been given the opportunity to review the applicants. He has not seen their resumes, or any information on their qualifications to fill the Planning Commission vacancies. However, he trusted the Rules and Appointments Committee has vetted them appropriately. Therefore, he will trust their recommendations based on that, and that alone.

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

Opposed: Jackson and Manning

The vote was in favor.

Mr. Manning inquired if the Council Rules are on the website.

Mr. Malinowski stated according to the Clerk's Office they are not on the website.

Mr. Manning suggested taking that up during the discussion of the updated Council Rules, so citizens are aware of the rules governing Council.

Mr. Malinowski stated Ms. Terracio has forwarded a recommendation to place the Council Rules on the website.

M

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21. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Gills Creek Maintenance Agreement [FOR INFORMATION] – Mr. Jackson stated this item is only for information and refers to the City’s role and responsibility with the Gills Creek Maintenance Agreement once it has been signed by the Administrator.
- b. SERN Financial Participation Agreement between SCDOT and Richland County – Mr. Jackson stated this agreement, if executed, will enable SCDOT to reimburse the County \$33,000 for addressing a drainage issue on Rabbit Run, as a part of the County’s SERN Project. The committee recommended approval of 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.

- c. Mitigation Bank Credit Sales – City of Sumter, Shot Pouch Greenway – Mr. Jackson stated the revenue generated will be approximately \$122,000, and the funds will go back into the Transportation Penny Program Fund. The sale of the mitigation bank credits does not have any adverse impact on the available mitigation bank credits needed to continue. The recommendation is to approve the sale of the mitigation bank credits to the City of Sumter.

Mr. Walker inquired if this sale represents, at least, a net break even, that we have in this mitigation bank, on a per credit sale, or a profit.

Mr. Niermeier stated he does not have the answer, but he believes we have data to support it. Mr. Epps from Conservation was unable to attend tonight’s meeting, and may be able to provide that information.

Mr. Jackson moved, seconded by Ms. Dickerson, to defer this item until the March 17<sup>th</sup> Council meeting.

Mr. Livingston inquired if this item was time sensitive.

Mr. Niermeier stated that Mr. Epps did not indicate it was time sensitive.

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

Opposed: Livingston

Present but Not Voting: Manning

The vote was in favor.

- d. Shop Road Extension Phase I Road Transfer – Mr. Niermeier stated the matter before Council is the turnover of Shop Road Extension Phase I to the State in return for an equivalent lane mile assumption by the County. The State ordinance dictates they cannot take anymore roads into their system, so for every lane mile that gets built an equivalent amount has to go back to the other body (i.e. Richland County). We were given a list of roads to by SCDOT that would equate to the

approximate 4.25 lane miles created by Shop Road Extension Phase I. The County Engineer reviewed the list, and those roads are included in the briefing document included in the agenda packet. The roads are primarily within subdivisions.

Mr. Jackson stated the committee recommended approval.

Ms. Myers inquired about how the recommended roads were determined. It seems to her that a contiguous section would be easier to maintain.

Ms. Steele stated the list of roads were determined in consultation with SCDOT and County staff. Presently, there is a mixture of State and County roads in these communities, so with us taking the roads over it will make the community more uniform.

Ms. Myers inquired if it would not be easier on our maintenance program to take over a span of road that is 1.6 miles, rather 1.6 miles spread over the County. In addition, what is the logic behind taking over this many short stretches of road, each of which will require separate maintenance?

Ms. Steele responded it is not an exact 1 mile for 1 mile, since Shop Road is 4-lanes and the roads we are taking over are 2-lanes. Therefore, we have to take over 4 miles, and it is hard to find one road at that exact length. She stated ½ of the roads are SCDOT and ½ County. Some of the SCDOT roads have been recently resurfaced, so it is in our best interest to take over these roads, make it a more uniform neighborhood, and receive roads that have been resurfaced over the last year.

Ms. McBride stated she believes the recommendation makes sense. This is one time we are looking at the community, and the needs of the people. We have a hodgepodge of roads, and this brings more consistency.

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

The vote in favor was unanimous.

- e. Department Transfer of Funds between Projects – Mr. Jackson stated this item was brought up before with regards to giving the Transportation Department the ability to transfer up to \$100,000 within their budget to keep the projects moving. However, one of the conditions is that they will report any transfer actions to the Transportation Ad Hoc Committee on a quarterly basis. The committee recommends approval of this item.

Ms. Newton inquired if the Transportation Department would be making the accounts whole, which you transfer from, on a regular basis.

Mr. Niermeier stated they will be reallocating, as needed, within an approved Council budget. Therefore, in the next budget cycle they would plan to make the project whole, as necessary.

Mr. Livingston stated one concern he has, and he expressed at the committee meeting, is with the size of some of the projects he is not sure \$100,000 is enough.

Mr. Brown responded they are going to phase into this, and show Council staff has the ability to manage this appropriately. If, at a future time, Council realizes there needs to be an additional amount, then you will have an opportunity to review our performance.



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

Abstain: Myers

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

- f. Staff Augmentation Selection Approval – Mr. Jackson stated the recommendation is to approve the seven (7) firms that are listed in the briefing document.

Mr. Walker stated his only concern is the noted deficiency in not having a CPA certified accountant vetted in the Transportation Program. He hopes that is taken into consideration when growing our Transportation Department.

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

Abstain: Newton

Present but Not Voting: Manning

The vote in favor was unanimous with Ms. Newton abstaining from the vote due to a potential conflict of interest.

- g. North Main CEI Services Contract Approval – Mr. Jackson stated because the cost exceeded \$100,000 the project had to be competitively solicited. There are eight (8) vendors on the County's pre-qualified CEI vendor list. Of those eight, five submitted proposals. After consolidating evaluations, Brownstone Construction was the highest ranked offeror. As you may know, Brownstone was one of the organizations that worked as a part of the PDT.

Mr. Walker stated he continues to be concerned with engaging in and letting contracts with entities with which we have not completely remedied, or rectified, outstanding issues.

Mr. Jackson stated, for clarification, Brownstone is not directly linked in any litigation. The larger entity may be, but they are a separate independent contracting organization that is not tied to any current lawsuit or litigation that is ongoing.

Mr. Smith stated, a couple months ago the County amended the Complaint to include the joint venture, as well as, the individual members of the joint venture. The Complaint was amended out of concern that once the dissolution occurred we would not be in a position to figure out their respective positions.

Ms. Myers stated, for clarification that would then be a direct conflict?

Mr. Jackson moved, seconded by Ms. Kennedy, to defer this item for clarification.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

Mr. Livingston noted there was a recent incident on North Main regarding a gas line. He inquired if CEI Services play a role in that.

Mr. Niermeier responded it is typically the contractor's responsibility, but they work with the utility company, who is responsible for marking the utilities. In this incident, the utility was not marked.

22. **REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

- a. Architect Firm to Design a Medical and Mental Health Housing Unit for the Alvin S. Glenn Detention Center – Ms. Myers stated there was a RFQ solicitation completed utilizing the County's standard procurement guidelines. The bidders were qualified, and Moseley Architects was selected from the qualified bidders. The proposal would allow the Detention Center to build a new medical facility to house detainees. Approximately 42% of the current critical space beds are being used by mental health patients who cannot be housed with other people. There are currently 336 inmates with mental health needs, and 223 of those are seriously mentally ill.

Ms. Myers stated the committee recommended the use of up to \$185,000 to direct Moseley Architects to design a medical and mental health housing unit for the Detention Center.

Mr. Malinowski stated he did not see in the briefing document where the amount of up to \$185,000 was listed.

Ms. Myers stated the amount was discussed in committee. It was discussed whether the whole contract should be let, or just the portion for design. The design portion is what is being let now, and we will come back once we have what the engineers have brought back to us for the full amount.

Mr. Malinowski inquired if the firms that submitted their qualifications aware of the amount, when they submitted their proposal.

Ms. Wladischkin stated the prices would have been negotiated, based upon our budget. There is a budget for the building in its entirety, and the design portion is a percentage of that amount.

Mr. Malinowski inquired if we know what these individual companies will charge because when you look at the evaluations there is a 2 point difference between the one that was chosen, and the second place one.

Ms. Wladischkin stated State Law prohibits us from awarding based on price, so that is why we use the RFQ process. The County can then enter into negotiations. If the County does not feel the \$185,000 is fair and reasonable, they are welcome to negotiate with highest ranked offeror. If they are unable to reach a mutual agreement with that offeror, they can move to the 2<sup>nd</sup> ranked offeror, and so on until they feel the County's best interest has been met.

Mr. Malinowski inquired if it is automatic that the highest ranked offeror gets the first right of refusal. One of the things he was looking at is that the 2<sup>nd</sup> ranked offeror scored higher on their ability to do business with the County, and he would think you would want a company that has a better ability to work with the County.

Ms. Wladischkin stated they look at the overall score to come up with the highest ranked.

Mr. Malinowski noted that the needs assessment was done 3 ½ years ago. He inquired how accurate that is compared to today.

Mr. Myers stated the project was put on hold, so they did not get anything until they started back looking at trying to build the mental health and medical facilities. The RFQ solicitation was done in February 2019.

Mr. Malinowski stated he does not believe the RFQ and the needs assessment are one and the same.

Mr. Myers stated they are moving forward to do what CGL recommended.

Mr. Manning inquired, in terms of the mental health unit, if someone is assessed by a counselor and determined to be at an extreme risk for suicide, and the counselor calls 911 the First Responders that respond will take the individual to the Detention Center instead of the hospital.

Mr. Myers stated he could not speak on that. He does know they get a lot of detainees that have mental health problems. He does know, if they are calling to get a bed, it difficult to get a bed through the Department of Mental Health, even if it is an emergency. You may be go to the hospital and be admitted, but normally there is a long waiting period through the Department of Mental Health.

Mr. Malinowski stated, for clarification, the intent is to build two separate facilities.

Mr. Myers responded one will be for mental health needs, and the other will be for medical needs.

Mr. Malinowski stated it would seem to him it would be less expensive to build one large facility with a wall in the middle and two separate entrances.

Mr. Myers stated this part of what Moseley Architects is being tasked to help us decide on, and where to build the facility.

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

Opposed: Malinowski

Abstain: Manning

The vote was in favor.

23. **OTHER ITEMS**

- a. FY20 – District 5 Hospitality Tax Allocations – Mr. Manning moved, seconded by Ms. Myers, to approve this item.

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

Opposed: Walker

Present but Not Voting: Myers, Manning and McBride

The vote was in favor.

Ms. Myers moved, seconded by Ms. Terracio, to reconsider this item.

In Favor: Walker

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

Present but Not Voting: McBride

The motion for reconsideration failed.

24. **EXECUTIVE SESSION** –

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

Opposed: Malinowski, Jackson, Manning and Walker

The vote was in favor of going into Executive Session.

***Council went into Executive Session at approximately 8:31 PM and came out at approximately 9:19 PM***

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

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

- a. Richland County vs. SC Dept. of Revenue – Ms. Myers moved, seconded by Ms. Newton, to accept the settlement recommendation, discussed in Executive Session, to resolve fully, and finally, all outstanding SCDOR claims.

Mr. Jackson stated he wanted to go on the record stating the decisions we make are serious decisions each time we meet, and have a lasting impact on the entire County. He tries to give it his best effort. He is not an accountant, lawyer, etc., so he depends on the advice, recommendations, and guidance of those experts in making decisions he thinks will benefit. Once he gets their best advice, he is willing to make the tough decision and let the chips fall where they may. However, he does not want anyone to mistake our decision as a body to be taken lightly, or without serious grave concerns. Tonight, this is one of those for him. Even though he is going to support the decision, it is with grave concern that he supports it.

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

Opposed: Malinowski, Manning and Livingston

The vote was in favor.

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

In Favor: Malinowski and McBride

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

The motion for reconsideration failed.

Ms. Myers moved, seconded by Ms. Terracio, to reconsider the agenda to add the Motion Period.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

25. **MOTION PERIOD**

- a. Move to halt RC's demolition of the 200 year old church on Tolliver St. in Little Camden, and use some or all of the \$300,000 secured by Councilwoman Myers and ED to establish (with significant community consultation and input) a community center and playground area on that site, while safeguarding whatever portions of the structure remain and are structurally sound [MYERS] – This item was referred to the A&F Committee.
- b. Move to mobilize the \$2 Million approved through budgeted year 2018 and 2019 to expand the current Richland County Magistrate's facility in Hopkins to include the Historic Trail Building and a Sheriff's CAT Team Headquarters as desired and requested by the community [MYERS] – This item was referred to the A&F Committee.
- c. Move to empower the Administrator to immediately begin working with local, regional and state officials to prepare Richland County for any needed action in response to the Coronavirus (employing the use of emergency funds), if such actions become necessary [MYERS] – Ms. Myers moved, seconded by Ms. Terracio, for unanimous consent to move this item forward.

Mr. Manning stated he agrees we want the Administrator too immediately, if he has not already, begun working. The concern he has with this is it seems like this is work the County Administrator should do. If we are starting a precedent that things, he thinks, a County Administrator ought to do, then where do we draw the line on what he can do without waiting for a motion to say, if there is an emergency, do something. If you need money in the budget, what he has the ability to expend, he can. If he needs more funding than he has the authority to expend, we can have a Special Called meeting. He wants the Administrator to do anything, and everything, in regards to this virus. He just believes procedurally, if we are going to start a precedent of he only does those kinds of things, when there is a motion, then it sets a bad precedent for when and what an Administrator can do.

Ms. Myers stated her motion goes toward funding. The Administrator might be at a point where it becomes a problem, and he would have to have a Special Called meeting to access funds. Rather than have a Special Called meeting, we would give him the authority, and allow him to report back to us.

Mr. Livingston stated the Mayor, the City of West Columbia, and himself have exchanged emails to schedule a time to meet in the near future.

Mr. Malinowski stated when we had the floods and other disasters we did not give the Administrator direction. The Administrator took action and utilized the funds, as needed. He trusts the Administrator's expertise and opinion to do what he needs to do, when he needs to do it, and spend what funds he needs. He does not believe the Administrator is going to use the whole reserve fund.

Mr. Manning stated with this motion the Administrator could use the whole reserve fund.

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Ms. Myers withdrew her motion.

The motion was referred to A&F.

26. **ADJOURNMENT** – The meeting adjourned at approximately 9:30 PM

## Richland County Council Request for Action

**Subject:**

20-002MA  
Tommy Wood  
RS-MD to GC (1.46 Acres)  
7220 Frost Avenue  
TMS # R09402-02-01(p)

**Notes:**

First Reading: February 25, 2020  
Second Reading: March 3, 2020  
Third Reading: March 17, 2020 {Tentative}  
Public Hearing: February 25, 2020

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-20HR

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 # R09402-02-01 (P) FROM RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R09402-02-01 (P) from Residential Single-Family Medium Density District (RS-MD) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
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: February 25, 2020  
First Reading: February 25, 2020  
Second Reading: March 3, 2020  
Third Reading: March 17, 2020



## Richland County Council Request for Action

**Subject:**

20-004MA, Deborah Stratton, RU to NC (2.17 acres), 4133 Clemson Road, TMS# R20281-01-27

**Notes:**

First Reading: February 25, 2020

Second Reading: March 3, 2020

Third Reading: March 17, 2020 {Tentative}

Public Hearing: February 25, 2020

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-20HR

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 # R20281-01-27 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); 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 # R20281-01-27 from Rural District (RU) to Neighborhood Commercial District (NC).

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 \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
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: February 25, 2020  
First Reading: February 25, 2020  
Second Reading: March 3, 2020  
Third Reading: March 17, 2020

## Richland County Council Request for Action

**Subject:**

20-005 MA, Angie Dodson, NC to GC (1.46 acres), 1526 Leesburg Road, TMS# R16415-07-04

**Notes:**

First Reading: February 25, 2020  
Second Reading: March 3, 2020  
Third Reading: March 17, 2020 {Tentative}  
Public Hearing: February 25, 2020

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-20HR

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 # R16415-07-04 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R16415-07-04 from Neighborhood Commercial District (NC) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
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: February 25, 2020  
First Reading: February 25, 2020  
Second Reading: March 3, 2020  
Third Reading: March 17, 2020

## 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 604 Huger, LLC; and other related matters

**Notes:**

First Reading: February 18, 2020

Second Reading: March 3, 2020

Third Reading: March 17, 2020 {Tentative}

Public Hearing: March 17, 2020

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 604 HUGER, 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, amongst other things, 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, 604 HUGER, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (and/or a related or affiliated entity, collectively or alternatively, the “Company”), has, as part of a commercial development to be located in the County, committed to establish a mixed use commercial real estate development in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$51,300,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising 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 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, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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, receipt of the consent of the City of Columbia, the municipality in which the Property is located, as to the inclusion of the Property in the Park, 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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 18, 2020  
Second Reading: March 3, 2020  
Public Hearing: March 17, 2020  
Third Reading: March 17, 2020



**EXHIBIT A**  
**FORM OF AGREEMENT**

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**604 HUGER, LLC**

**Effective as of: March 17, 2020**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of March 17, 2020 (“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 604 HUGER, LLC, a South 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, amongst other things, 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, as part of a commercial development to be located in the County, the Company has committed to establish a mixed use commercial real estate development in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$51,300,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on March 17, 2020 (“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 comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

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, in, 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, including, but not limited to, the Company 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 any and all Company Public Infrastructure (as defined herein) 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 \$51,300,000 in taxable property in the Project ("Investment Commitment") by March 17, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

### **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 any or all 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) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company 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 Company 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, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

### **Section 2.3. Public Infrastructure Credit.**

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each 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 tax year for which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment 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.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

**Section 2.4. Filings; Administration.** To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, 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. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

**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 Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. 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 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, 2025;

(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.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

#### **Section 4.6. *Indemnification Covenant.***

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

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

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

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

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

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

if to the County:                                 Richland County, South Carolina  
  Attn: Director of Economic Development  
  2020 Hampton Street  
  Columbia, South Carolina 29204  
  Phone: 803.576.2043  
  Fax: 803.576.2137

with a copy to  
(does not constitute notice):               Parker Poe Adams & Bernstein LLP  
  Attn: Ray E. Jones  
  1221 Main Street, Suite 1100 (29201)  
  Post Office Box 1509  
  Columbia, South Carolina 29202  
  Phone: 803.255.8000  
  Fax: 803.255.8017

if to the Company:                               604 HUGER, LLC  
  c/o PMC Property Group, Inc.  
  Attn: Danny Rothschild  
  1776 N. Pine Island Road, Suite 224  
  Plantation, Florida 33322  
  Phone: 954.332.5777  
  Fax: \_\_\_\_\_

with a copy to                                     Tushar V. Chikhliker, 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 an amount not exceeding \$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, 604 HUGER, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**604 HUGER, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

## EXHIBIT A

### LAND DESCRIPTION

#### PARCELS 1-3

All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

#### TMS No./Address

TMS No. 08914-01-10 – 602 Huger Street, Columbia, SC 29201

TMS No. 08914-01-06 – 613-11 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-07 – 609 Pulaski Street, Columbia, SC 29201

#### PARCELS 4-5

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring by deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

#### TMS No./Address

TMS No. 08914-01-08 – 603-05 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-09 – Pulaski Street, Columbia, SC 29201

## **EXHIBIT B (See Section 2.2)**

### **DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes approximately 300 structured parking spaces. A portion of the parking created will be available to the public for hourly, daily, and/or monthly use. In addition to the structured parking, general infrastructure benefiting the public will be constructed around the perimeter of the Project, including, but not limited to, sidewalks and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$9,000,000.

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the total cost of the Company Public Infrastructure listed above is a current estimate and the actual expenditures made by the Company with respect to the Company Public Infrastructure may fluctuate as the Project develops.

**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 with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10<sup>th</sup> year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").



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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

## 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 Washington & Assembly, LLC; and other related matters

**Notes:**

First Reading: February 18, 2020

Second Reading: March 3, 2020

Third Reading: March 17, 2020 {Tentative}

Public Hearing: March 17, 2020

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 WASHINGTON & ASSEMBLY, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT NOVEL; 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, amongst other things, 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, Washington & Assembly, LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Novel (and/or a related or affiliated entity, collectively or alternatively, the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising 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 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, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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, receipt of the consent of the City of Columbia, the municipality in which the Property is located, as to the inclusion of the Property in the Park, 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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 18, 2020  
Second Reading: March 3, 2020  
Public Hearing: March 17, 2020  
Third Reading: March 17, 2020

**EXHIBIT A**  
**FORM OF AGREEMENT**



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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**WASHINGTON & ASSEMBLY, LLC**

**Effective as of: March 17, 2020**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of March 17, 2020 (“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 WASHINGTON & ASSEMBLY, LLC, a Delaware limited liability company and previously identified as Project Novel (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, amongst other things, 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, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on March 17, 2020 (“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 comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

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, in, 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, including, but not limited to, the Company 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 Delaware, 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 any and all Company Public Infrastructure (as defined herein) 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 \$80,000,000 in taxable property in the Project ("Investment Commitment") by March 17, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

### **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 any or all 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) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company 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 Company 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, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

### **Section 2.3. Public Infrastructure Credit.**

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each 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 tax year for which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment 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.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

**Section 2.4. Filings; Administration.** To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, 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. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

**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 Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. 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 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, 2025;

(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 interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

**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.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

**Section 4.6. Indemnification Covenant.**

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

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

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

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this



Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

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

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

if to the County:    Richland County, South Carolina  
Attn: Director of Economic Development  
2020 Hampton Street  
Columbia, South Carolina 29204  
Phone: 803.576.2043  
Fax: 803.576.2137

with a copy to  
(does not constitute notice):                                Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202  
Phone: 803.255.8000  
Fax: 803.255.8017

if to the Company:    Washington & Assembly, LLC  
c/o \_\_\_\_\_  
Attn: Andrew Savoy  
35 East Wacker Drive, Suite 1300  
Chicago, Illinois 60601  
Phone: 312.994.1089  
Fax: \_\_\_\_\_

with a copy to    Tushar V. Chikhliker, 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 an amount not exceeding \$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 LEFT 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**

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Chair, Richland County Council

*(SEAL)*  
ATTEST:

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Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

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

**WASHINGTON & ASSEMBLY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

## EXHIBIT A

### LAND DESCRIPTION

#### **TRACT 1**

All that certain piece, parcel or lot of land situate, lying and being on the west side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, known as 1413 Assembly Street, and being bounded as follows: North by lot now or formerly of Ruby Williamson Ebert, and measuring thereon Two Hundred Eight feet Eight Inches (208'8") more or less; East by Assembly Street and fronting thereon Fifty Feet (50') more or less; South by property of W.L. Hampton, Sr. and K.&G. Golding Co. and measuring thereon Two Hundred Eight Feet and Eight Inches (208'8") more or less; West by lot of W.L. Hampton, Sr., and measuring thereon Fifty Feet (50').

TMS No.: R09013-03-06

#### **TRACT 2**

All that certain piece, parcel or lot of land with various improvements thereon, situate, lying and being on the western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, being rectangular in shape and measuring One Hundred Forty-Four (144') feet, more or less, on the Northern and Southern sides; Thirty-Five Feet Ten Inches (35'10"), more or less, on its Eastern and Western sides, bounded on the North by lot now or formerly of Stackhouse, East by Assembly Street, South by Lot now or formerly of Hardy, or others, West by lot now or formerly of Berry.

TMS No.: R09013-03-07

#### **TRACT 3**

All that certain piece, parcel or lot of land together with the improvements thereon (known as Nos. 1405-1407 Assembly Street), situate, lying and being on the Western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, in School District No. 1 of Richland County, State of South Carolina, being in the shape of a rectangle, measuring on its Northern and Southern sides Fifty-Three and One Hundred Seventy-Five Thousandths (53.175') feet, more or less, and on its Eastern and Western sides Thirty-Seven and Seventy-Five Thousandths (37.075') feet, more or less, being bounded as follows, to-wit: On the North by lot now or formerly of Evans; on the East by the said Assembly Street; on the South by lot now or formerly of Kirby; and on the West by lot now or formerly of Saluda Investment Company.

TMS No.: R09013-03-08

#### **TRACT 4**

All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly and Park (Gates) Streets, in the City of Columbia, South Carolina, being in shape a rectangle, measuring on its northern and southern sides eighty-nine (89') feet, more or less, and on its eastern and western sides seventy-three (73') feet, more or less, being

bounded on the north and east by lands now or formerly of Hiller, on the south by said Washington Street, and on the west by premises known as 1017 Washington Street; said premises being known as 1019-21-27 Washington Street.

TMS No.: R09013-03-10

### **TRACT 5**

All those two certain pieces, parcels or lots of land situate, together with the improvements thereon, known as No. 1015 and No. 1017 Washington Street, situate, lying and being on the North side of Washington Street, between Assembly and Park Street, in the City of Columbia, County of Richland, State of South Carolina. Said lots together measuring on its Northern and Southern sides Sixty-Two feet Five Inches and on its Eastern and Western sides One Hundred Ten feet; be all the said measurements a little more or less, and said lots being bounded as follows: On the North by property now of W.L. Hampton, Formerly Robinson and Sweeney; on the East by property of W.L. Hampton, formerly of Belser; on the South by Washington Street, fronting thereon; and on the West by property of W.L. Hampton, formerly of Ray and Sessions.

Together with all right, title and interest, if any, in and to a strip Two feet in width extending along the Northern boundary line of the lots hereinabove conveyed and a strip One foot in width extending along the Eastern boundary of the lot herein conveyed; said rights and privileges being set forth in deed of Cornelious C. Reamer to Oskar Konrad and Fanny Konrad recorded in Deed Book "BT" at Page 73 on August 31, 1917.

TMS No.: R09013-03-11 and R09013-03-12

### **TRACT 6**

All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly Street and Park Street, in the City of Columbia, County of Richland and State of South Carolina, being a rectangle measuring on its northern and southern sides Fifty-two (52') feet Two (2") inches, more or less, and on its eastern and western sides Two Hundred Eight (208') feet Eight (8") inches, more or less, and being bounded on the North by lots now or formerly of Starling and David; on the East by lots now or formerly of Vreman or David and Metze; on the South by Washington Street, and on the West by property now or formerly of Stokes.

#### Less and Excluding from Tract 6:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Parcel A, containing 0.051 Acres, also shown as containing 2,218 square feet, more or less, on a plat prepared for Richland County Library by Survey One, LLC dated June 29, 2017 and recorded in Plat Book 2246 at Page 3349 in the Register of Deeds for Richland County and having such metes and bounds as will be shown by reference to said plat. The metes and bounds shown on said plat are incorporated herein reference.

TMS No.: R0913-03-13

**TRACT 7**

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the Northwest corner of the intersection of Washington Street and Assembly Street, in the City of Columbia, County of Richland, State of South Carolina, being shown on a plat prepared for Angeline Miller and Robert Miller by Gene L. Dinkins, RLS, dated May 6, 1985 and recorded in Plat Book 50 at Page 4168, Office of the Register of Deeds for Richland County, and being more particularly described according to said plat as follows: Beginning at a nail approximately 50 feet from the center line of the right of way of Washington Street and approximately 75 feet from the center line of the right of way of Assembly Street, being at the Northwest intersection of said streets, and running  $S66^{\circ}19'W$  for a distance of 53.97 feet to a point; thence turning and running  $N23^{\circ}43'W$  for a distance of 35.58 feet to a point; thence turning and running  $N66^{\circ}20'E$  for a distance of 54.14 feet to a point; thence turning and running  $S23^{\circ}27'E$  for a distance of 35.57 feet to the point of beginning.

TMS No.: R09013-03-09



**EXHIBIT B (See Section 2.2)**

**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes a parking deck that will provide 405 spaces to residents of the development. In addition to the parking deck, a plaza and a park-like pathway between Assembly Street and the Richland County Public Library will be constructed, as well as general infrastructure benefiting the public around the perimeter of the Project, including, but not limited to, sidewalks, lighting, and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$14,900,000, and is further detailed below:

<b>Company Public Infrastructure Budget Estimate</b>	
<b>Description</b>	<b>Budget</b>
Curbs, Gutters and Sidewalks	\$34,660
Traffic Signage and Bollards	\$2,716
Street Lighting	\$50,194
Library Plaza Improvements	\$500,000
Relocate Utilities Underground	\$436,470
405 Space Private Parking Garage	\$13,132,618
General Conditions	\$774,122
<b>Total Projected Company Public Infrastructure Costs</b>	<b>\$14,930,780</b>

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

**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 with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10<sup>th</sup> year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

**EXHIBIT D (See Section 2.5)**

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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

# Richland County Council Request for Action

**Subject:**

Approving the sale of certain property located on Farrow Road; and other related matters

**Notes:**

First Reading: March 3, 2020

Second Reading: March 17, 2020 {Tentative}

Third Reading: April 7, 2020 {Tentative}

Public Hearing: April 7, 2020 {Tentative}

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**APPROVING THE SALE OF CERTAIN PROPERTY LOCATED ON FARROW ROAD; AND OTHER RELATED HERETO.**

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council, (“County Council”), is authorized to enter into contracts and to sell its real property;

WHEREAS, the County owns approximately 206.63 acres on Farrow Road more particularly identified by TMS Nos. 17300-02-033 and 17300-02-10 (“Property”) and has identified the Property as property the County desires to sell;

WHEREAS, the County desires to enter into a purchase agreement (“Agreement”) with a purchaser of the Property to set forth the terms and conditions of the sale of the Property by the County to the Purchaser.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

**Section 1. Findings.** County Council determines that the sale of the Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

**Section 2. Approval of Sale of Property.** County Council approves the sale of the Property by the County and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the sale of the Property. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Property are expressly ratified and confirmed.

**Section 3. Approval of Agreement.** County Council approves and ratifies the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County.

**Section 4. Further Acts.** County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

**Section 5. General Repealer.** Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. Effectiveness.** This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman of County Council

(SEAL)  
ATTEST:

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Clerk to County Council

READINGS:

First Reading: March 3, 2020  
Second Reading: March 17, 2020  
Public Hearing:  
Third Reading:



**A RESOLUTION AUTHORIZING THE ADMINISTRATION BY THE COUNTY OF CERTAIN GRANT FUNDS FROM THE SOUTH CAROLINA DEPARTMENT OF COMMERCE**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to make and execute contracts;

WHEREAS, Call4Health (“Call4Health”), a company providing call center operations for healthcare facilities through the United States, desires to locate certain of its operations in the County and anticipates that it will create approximately 275 new jobs in connection with the location of its operations in the County;

WHEREAS, a technology consulting company known to the County at this time as Project Virgo (together with Call4Health, “Companies,” each a “Company”) desires to expand its operations in the County and anticipates that it will create 150 new jobs in connection with the expansion of its operations in the County;

WHEREAS, Call4Health and Project Virgo each applied to the South Carolina Department of Commerce or the Coordinating Council for Economic Development, which is administered by the South Carolina Department of Commerce (collectively, “Commerce”) for grant funds (“Funds”) to pay for certain of the respective capital improvement the Companies will make in connection with the respective location and expansion of their operations in the County;

WHEREAS, based on the information provided by the Companies in their respective applications, Commerce has determined to make a grant to each Company;

WHEREAS, Commerce requires the County to administer the Funds on Commerce’s behalf and has requested the County enter into one or more agreements (“Agreements”) with Commerce and each Company setting forth the terms and conditions of the disbursement of the Funds to each Company; and

WHEREAS, to promote the economic development of the County and the creation of job opportunities in the County, the County desires to enter into the Agreements for the purpose of administering the Funds to the Companies on behalf of Commerce.

NOW, THEREFORE, BE IT RESOLVED BY COUNTY COUNCIL:

**Section 1. *Grant Administration; Execution of Agreements.*** The County is authorized to execute and deliver the Agreements and perform its obligations thereunder, including, specifically, disbursing the Funds on behalf of Commerce pursuant to the terms of the Agreements. The Chairman of County Council (“Chair”), the County Administrator and the Director of Economic Development, or their designees (each an “Authorized Official”), are each authorized to execute and deliver on behalf of and in the name of the County the Agreements and such further documents as may be necessary to administer and disburse the Funds.

**Section 2. *Ratification of Prior Acts; Further Assurances.*** Any action of any Authorized Official taken on behalf of or in the name of the County in connection with the application for or receipt or administration of the Funds prior to the date of this Resolution are confirmed, ratified and approved. County Council further authorizes the Authorized Officials and various other County officials and staff, acting at the direction of an Authorized Official, as appropriate, to take whatever further action and to draft, execute, deliver and post whatever further documents as may be appropriate to effect the intent of this Resolution.

**Section 3. *Savings Clause.*** If any portion of this Resolution is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

**Section 4. *General Repealer.*** Any prior resolution or order, the terms of which are in conflict with this Resolution, is, only to the extent of such conflict, hereby repealed.

**Section 5. *Effectiveness.*** This Resolution is effective after its approval by County Council.

Adopted the \_\_\_\_\_ day of March, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman of County Council  
Richland County, South Carolina

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina



**Agenda Briefing**

**To:** Chair of the Committee and the Honorable Members of the Committee  
**Prepared by:** Michael Niermeier  
**Department:** Transportation Department  
**Date Prepared:** January 23, 2020      **Meeting Date:** Feb. 25, 2020

<b>Legal Review</b>		<b>Date:</b>	
<b>Budget Review</b>		<b>Date:</b>	
<b>Finance Review</b>		<b>Date:</b>	
<b>Other Review:</b>		<b>Date:</b>	
<b>Approved for Council consideration:</b>		Assistant County Administrator	
<b>Committee</b>	Transportation Ad Hoc Committee		
<b>Subject:</b>	Mitigation Credit Sales		

**Recommended Action:**

Staff respectfully requests the Committee 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 \$122,658.82, which will be credited to the Transportation Penny Program.

**Motion of Origin:**

Staff recommendation.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

**Discussion:**

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the City of Sumter for an Army Corps of Engineers (ACE) 404 Permit for the construction of the Shot Pouch Greenway as described 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: Shot Pouch Greenway

Richland County Share: \$122,658.82

**Attachments:**

- 1) ACE 404 Permit Application City of Sumter\_Shot Pouch Greenway
- 2) Surplus Credit Sale Checklist City of Sumter\_Shot Pouch Greenway 12.16.19
- 3) Credit Sales Contract\_City Manager Signed\_20 Dec 19

<b>Joint Federal and State Application Form For Activities Affecting Waters of the United States Or Critical Areas of the State of South Carolina</b>		<b>This Space for Official Use Only</b>	
		Application No.	
		Date Received	
		Project Manager	
		Watershed #	
<p><i>Authorities:</i> 33 USC 401, 33 USC 403, 33 USC 407, 33 USC 408, 33 USC 1341, 33 USC 1344, 33 USC 1413 and Section 48-39-10 et. Seq of the South Carolina Code of Laws. These laws require permits for activities in, or affecting, navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. The Corps of Engineers and the State of South Carolina have established a joint application process for activities requiring both Federal and State review or approval. Under this joint process, you may use this form, together with the required drawings and supporting information, to apply for both the Federal and/or State permit(s).</p> <p><i>Drawings and Supplemental Information Requirements:</i> In addition to the information on this form, you must submit a set of drawings and, in some cases, additional information. A completed application form together with all required drawings and supplemental information is required before an application can be considered complete. See the attached instruction sheets for details regarding these requirements. You may attach additional sheets if necessary to provide complete information.</p>			
1. Applicant Last Name: <b>Repsch</b>		11. Agent Last Name (agent is not required): <b>Clarey</b>	
2. Applicant First Name: <b>Mike</b>		12. Agent First Name: <b>Ryan</b>	
3. Applicant Company Name: <b>Agent for The City of Sumter</b>		13. Agent Company Name: <b>Newkirk Environmental, Inc.</b>	
4. Applicant Mailing Address: <b>111 E. Chapel Hill St., Suite 100</b>		14. Agent Mailing Address: <b>PO Box 746</b>	
5. Applicant City: <b>Durham</b>		15. Agent City: <b>Mt. Pleasant</b>	
6. Applicant State: <b>NC</b>	7. Applicant Zip: <b>27701</b>	16. Agent State: <b>SC</b>	17. Agent Zip: <b>29465</b>
8. Applicant Area Code and Phone No.: <b>919-484-8448</b>		18. Agent Area Code and Phone No.: <b>(843) 388-6585</b>	
9. Applicant Fax No.:		19. Agent Fax No.: <b>(843) 388-6580</b>	
10. Applicant E-mail: <b>mikerepsch@ataplanning.com</b>		20. Agent E-mail: <b>ryan@newkirkenv.com</b>	
21. Project Name: <b>Shot Pouch Greenway</b>		22. Project Street Address: <b>Holiday Drive</b>	
23. Project City: <b>Sumter</b>	24. Project County: <b>Sumter</b>	25. Project Zip Code: <b>29483</b>	26. Nearest Waterbody: <b>Shot Pouch Branch</b>
27. Tax Parcel ID: <b>Multiple IDs within linear project</b>		28. Property Size (acres): <b>40.35</b>	
29. Latitude: <b>33.95333333°</b>		30. Longitude: <b>80.35805556°</b>	
31. Directions to Project Site (Include Street Numbers, Street Names, and Landmarks and attach additional sheet if necessary): <b>See Supporting Document Section 1.1</b>			
32. Description of the Overall Project and of Each Activity in or Affecting U.S. Waters or State Critical Areas (attach additional sheets if needed): <b>See Supporting Document Section 4.0</b>			
33. Overall Project Purpose and the Basic Purpose of Each Activity In or Affecting U.S. Waters (attach additional sheets if needed): <b>See Supporting Document Section 3.0</b>			
34. Type and Quantity of materials to be Discharged		35. Type and Quantity of Impacts to U.S. Waters (including wetlands).	
Dirt/Topsoil:	cy	Filling:	<b>0.66</b> <input checked="" type="checkbox"/> acres <input type="checkbox"/> ft <sup>2</sup> <input checked="" type="checkbox"/> cy
Clean Sand:	cy	Backfill/Bedding:	<input type="checkbox"/> acres <input type="checkbox"/> ft <sup>2</sup> <input type="checkbox"/> cy
Mud:	cy	Landclearing:	<input type="checkbox"/> acres <input type="checkbox"/> ft <sup>2</sup> <input type="checkbox"/> cy
Clay:	cy	Dredging:	<input type="checkbox"/> acres <input type="checkbox"/> ft <sup>2</sup> <input type="checkbox"/> cy
Gravel/Rock/Stone:	cy	Flooding:	<input type="checkbox"/> acres <input type="checkbox"/> ft <sup>2</sup> <input type="checkbox"/> cy
Concrete:	cy	Draining/Excavation:	<input type="checkbox"/> acres <input type="checkbox"/> ft <sup>2</sup> <input type="checkbox"/> cy
Other (describe)	cy	Shading:	<input type="checkbox"/> acres <input type="checkbox"/> ft <sup>2</sup> <input type="checkbox"/> cy
TOTAL:	cy	TOTAL:	<b>0.66</b> <input checked="" type="checkbox"/> acres <input type="checkbox"/> ft <sup>2</sup> <input checked="" type="checkbox"/> cy

36. Individually list wetland impacts including mechanized clearing, fill, excavation, flooding, draining, shading, etc. and attach a site map with location of each impact (attach additional sheets if needed).

Impact No.	Wetland Type	Distance to Receiving Water body (LF)	Purpose of Impact (road crossing, impoundment, flooding, etc)	Impact Size (acres)
Wetland Fill C	Freshwater JD wetland	+/-100	Multi-use path	0.01
Wetland Fill D	Freshwater JD wetland	+/-0	Multi-use path	0.39
Wetland Fill E	Freshwater JD wetland	+/-0	Multi-use path	0.26
Total Wetland Impacts (acres)				0.66

37. Individually list all seasonal and perennial stream impacts and attach a site map with location of each impact (attach additional sheets )

Impact No.	Seasonal or Perennial Flow	Average Stream Width (LF)	Impact Type (road crossing, impoundment, flooding, etc)	Impact Length (LF)
Total Stream Impacts (Linear Feet)				

38. Have you commenced work on the project site? YES NO If yes, describe all work that has occurred and provide dates.  
 No

39. Describe measures taken to avoid and minimize impacts to Waters of the United States:  
**See Supporting Document Section 6.0**

40. Provide a brief description of the proposed mitigation plan to compensate for impacts to aquatic resources or provide justification as to why mitigation should not be required (Attach a copy of the proposed mitigation plan for review):  
**See Supporting Document Section 3.0**

41. See the attached sheet to list the names and addresses of adjacent property owners.  
**See Attached Forms**

42. List all Corps Permit Authorizations and other Federal , State, or Local Certifications, Approvals, Denials received for work described in this application:  
**JD currently Pending submitted 5/20/17. Request attached as Appendix C.**

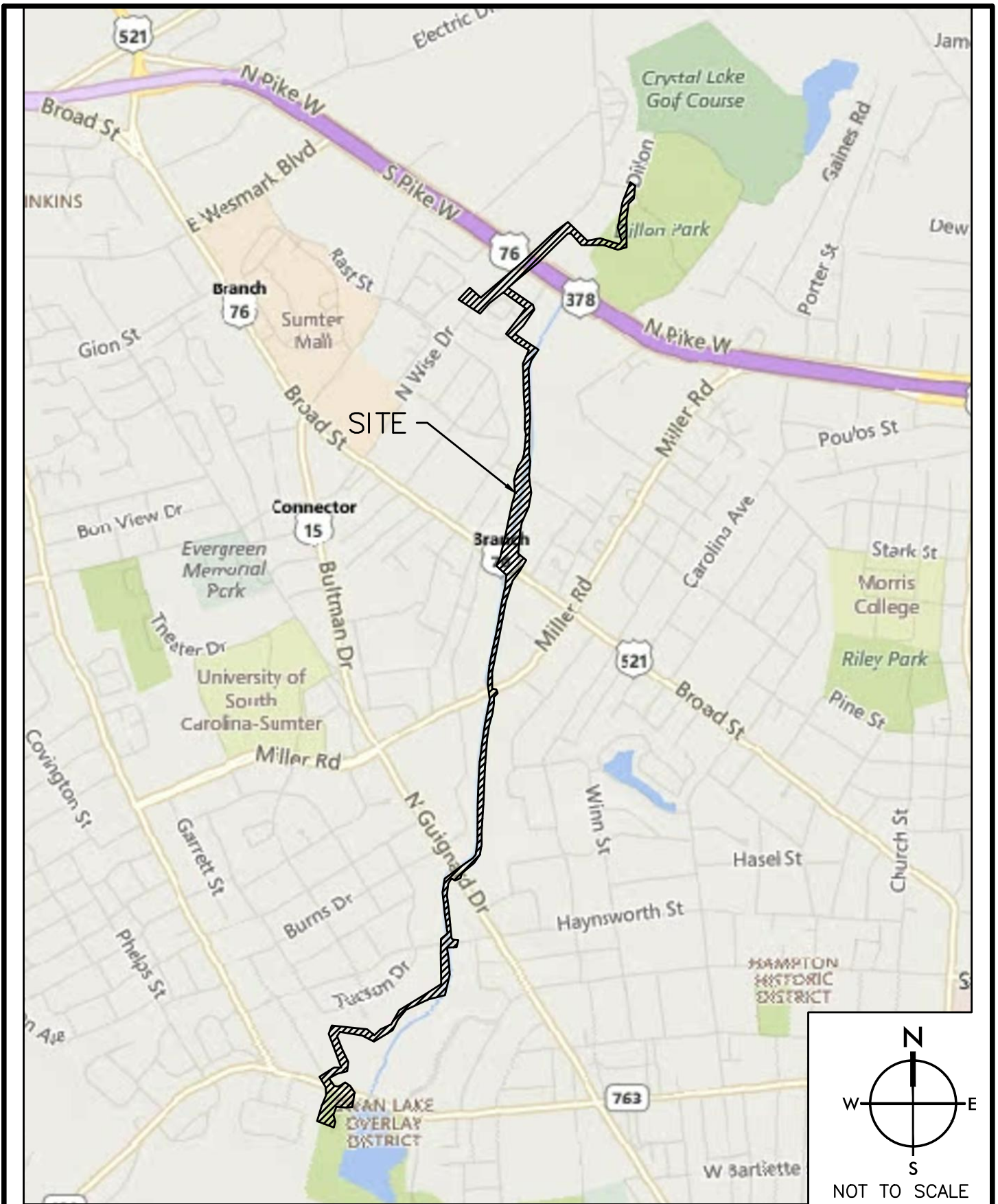
43. Authorization of Agent. I hereby authorize the agent whose name is given on page one of this application to act in my behalf in the processing of this application and to furnish supplemental information in support of this application. <sup>1</sup>

*Michael S. Repert*      12/14/18  
 Applicant's Signature      Date

44. Certification. Application is hereby made for a permit or permits to authorize the work and uses of the work as described in this application. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent for the applicant. <sup>1</sup>

*Michael S. Repert*      12/14/18      *Ryler*      12/14/18  
 Applicant's Signature      Date      Agent's Signature      Date

<sup>1</sup> The application must be signed by the person who desires to undertake the proposed activity or it may be signed by a duly authorized agent if the authorization statement in blocks 11 and 43 have been completed and signed. 18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

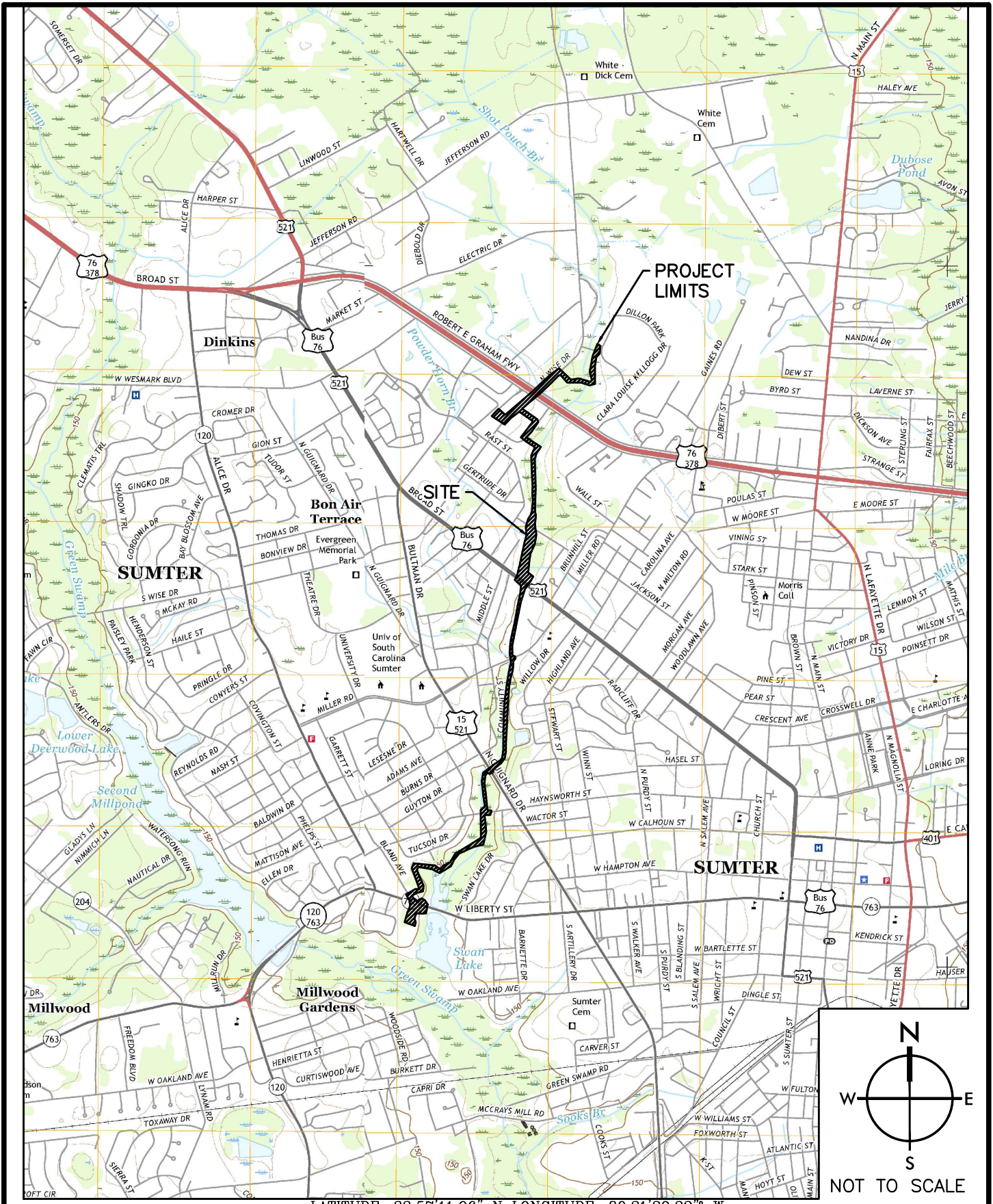


LATITUDE: 33.57°11.96" N LONGITUDE: 80.21°29.22" W

Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**SITE  
LOCATION**  
Sheet 1 of 30 Date: December 11, 2018



LATITUDE: 33.57 11.96" N LONGITUDE: 80.21 29.22" W



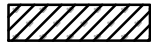

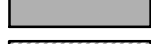

Activity:  
 MULTI-USE PATH CONSTRUCTION  
 Project:  
 SHOT POUCH BRANCH GREENWAY

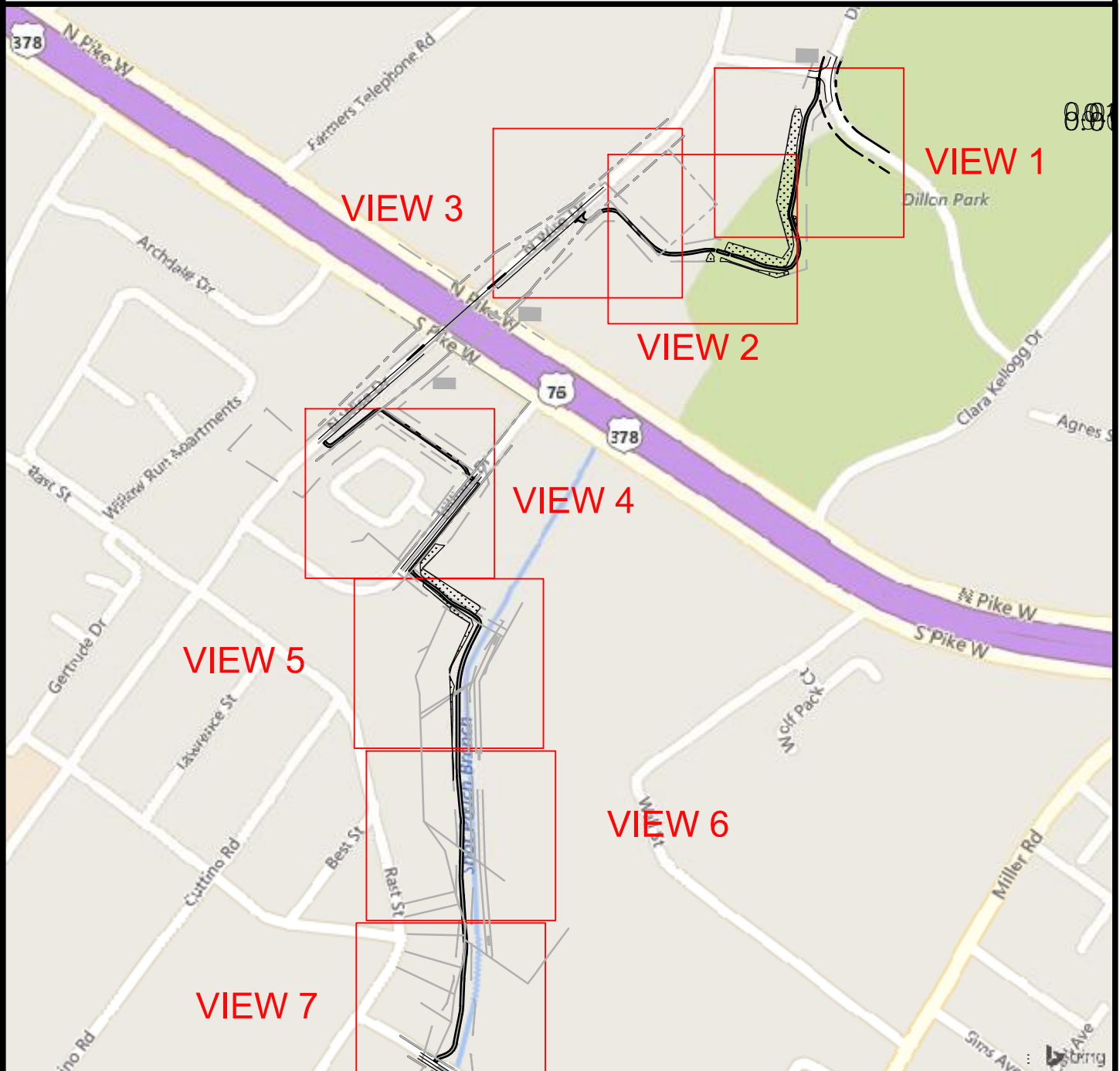
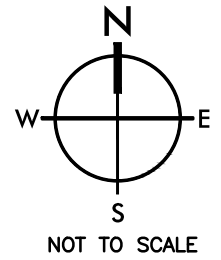
Applicant:  
 ALTA PLANNING & DESIGN, INC.  
 111 E. CHAPEL HILL ST., SUITE 100  
 DURHAM, NC 27701  
 PHONE: (919) 484-8448

**USGS MAP**  
 Sheet 2 of 30 Date: December 11, 2018



**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED



Activity:  
MULTI-USE PATH CONSTRUCTION

Project:  
SHOT POUCH BRANCH GREENWAY





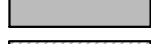

Location:  
SUMTER, SC

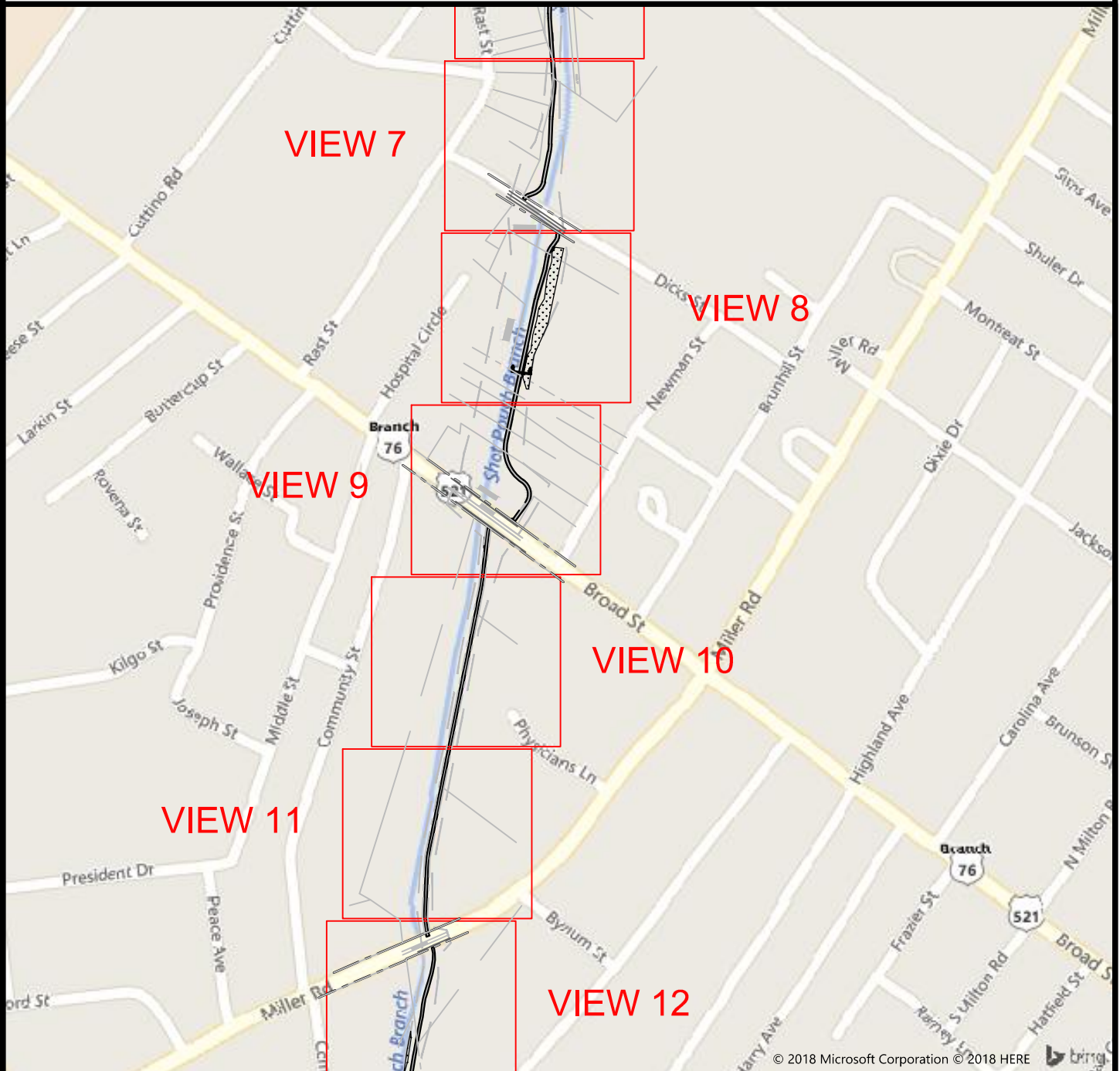
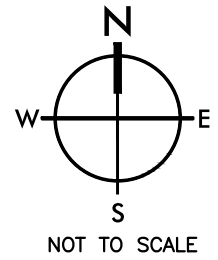
Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**KEY MAP 1**

Revised: NA  
Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED







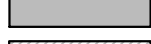

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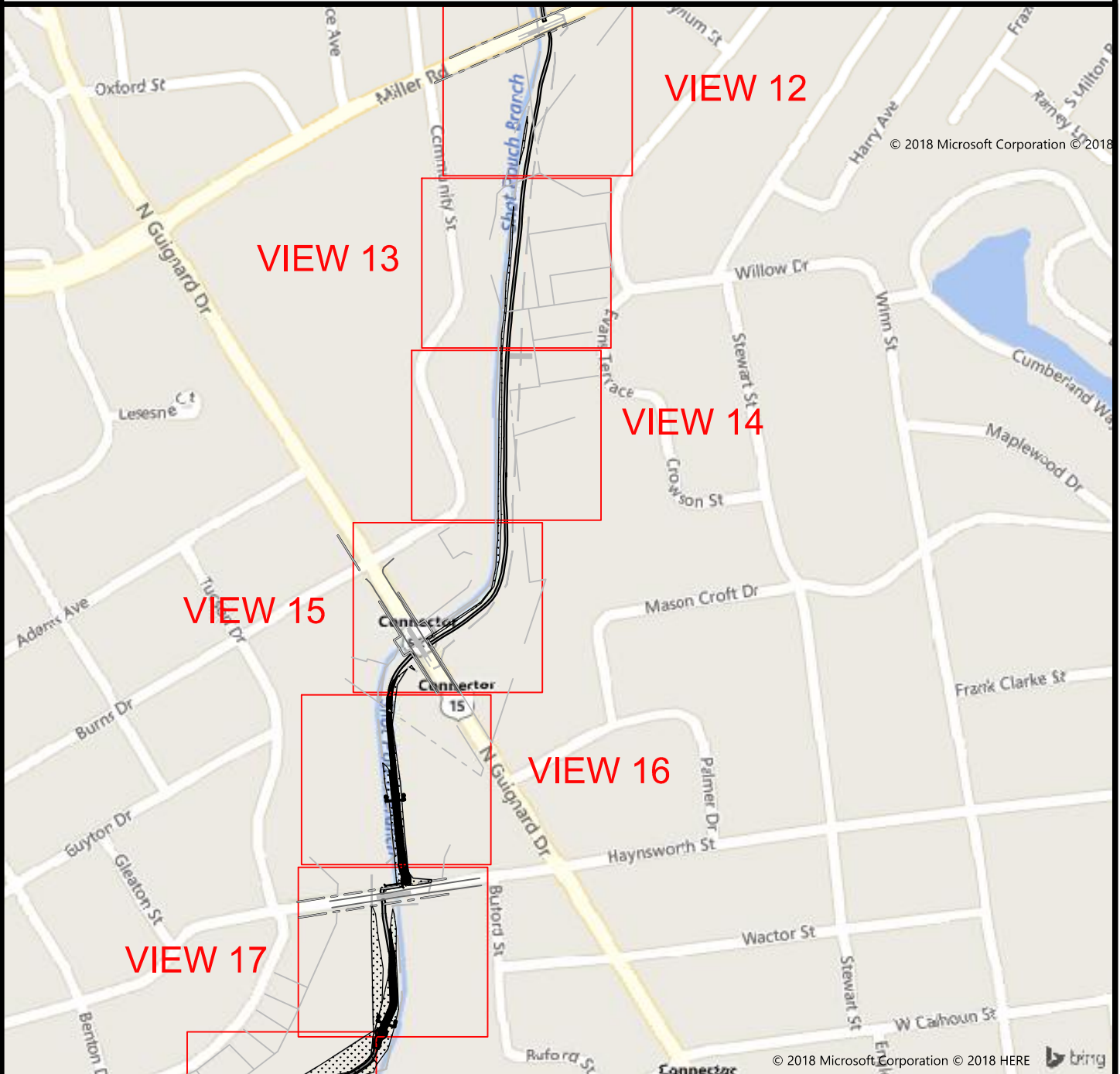
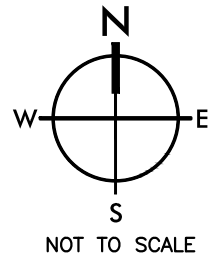
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MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**KEY MAP 2**  
Sheet 4 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED



Activity:  
MULTI-USE PATH CONSTRUCTION

Project:  
SHOT POUCH BRANCH GREENWAY





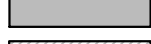

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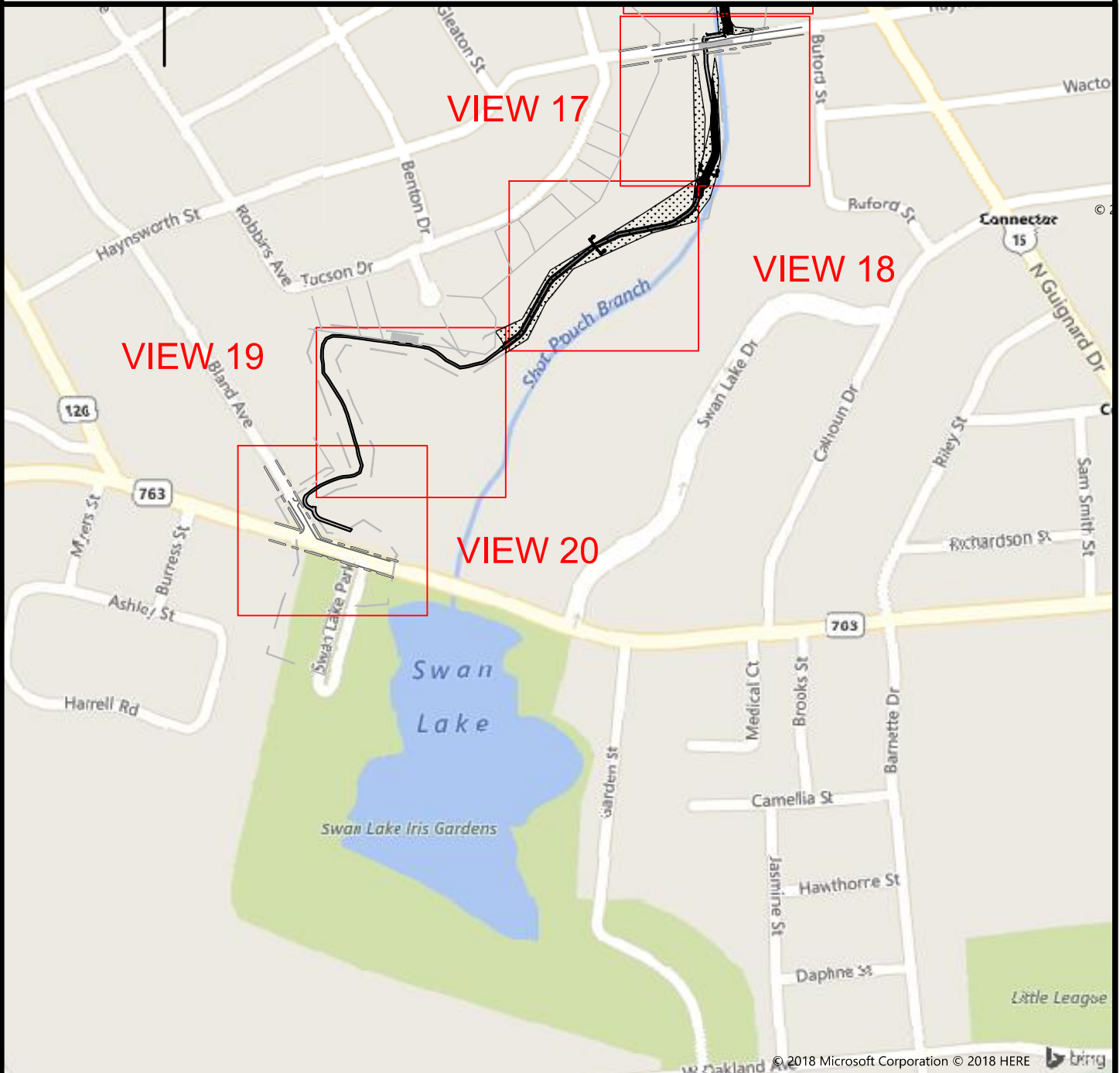
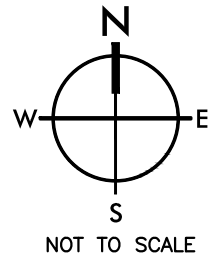
Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**KEY MAP 3**

Sheet 5 of 30    Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED









Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY

Location:  
SUMTER, SC

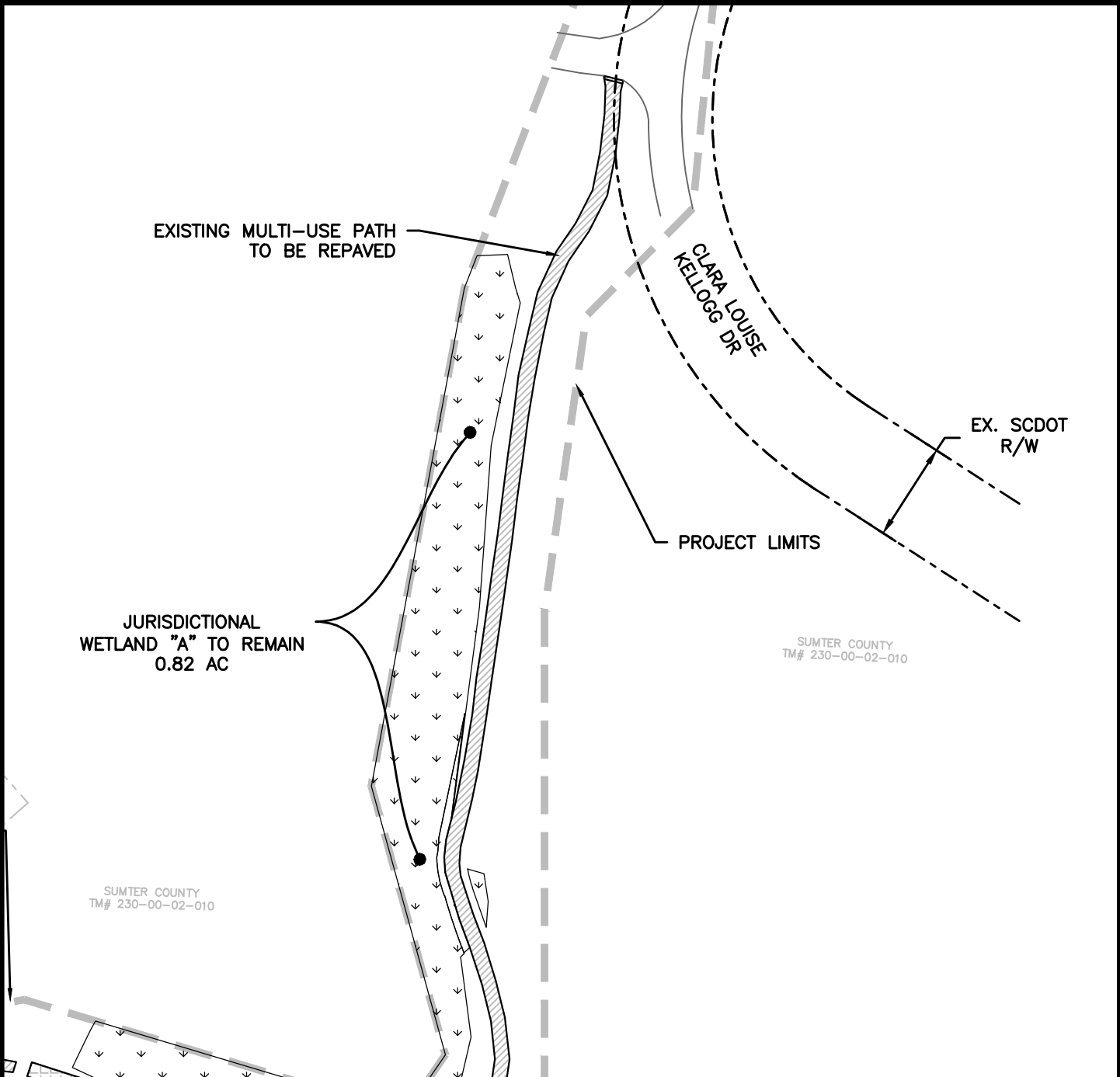
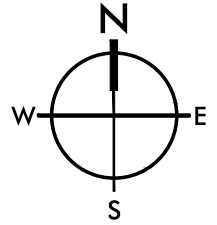
Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**KEY MAP 4**

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE REPAVED
-  WETLAND TO REMAIN

SCALE: 1" = 100'


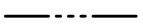






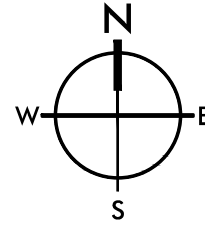
Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
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DURHAM, NC 27701  
PHONE: (919) 484-8448

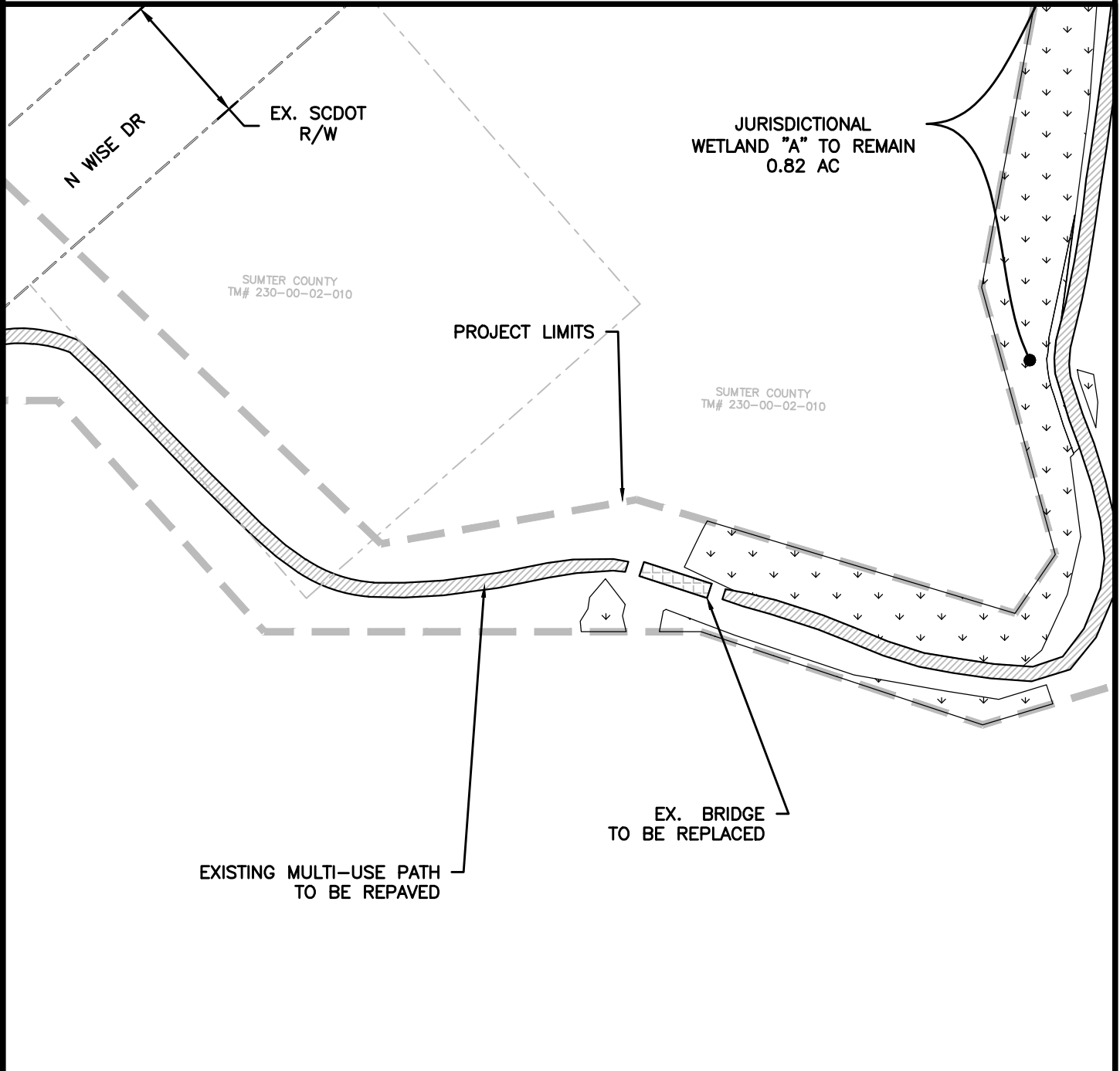
*VIEW 1*  
Sheet 7 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  EXISTING MULTI-USE PATH TO BE REPAVED



SCALE: 1" = 100'







Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

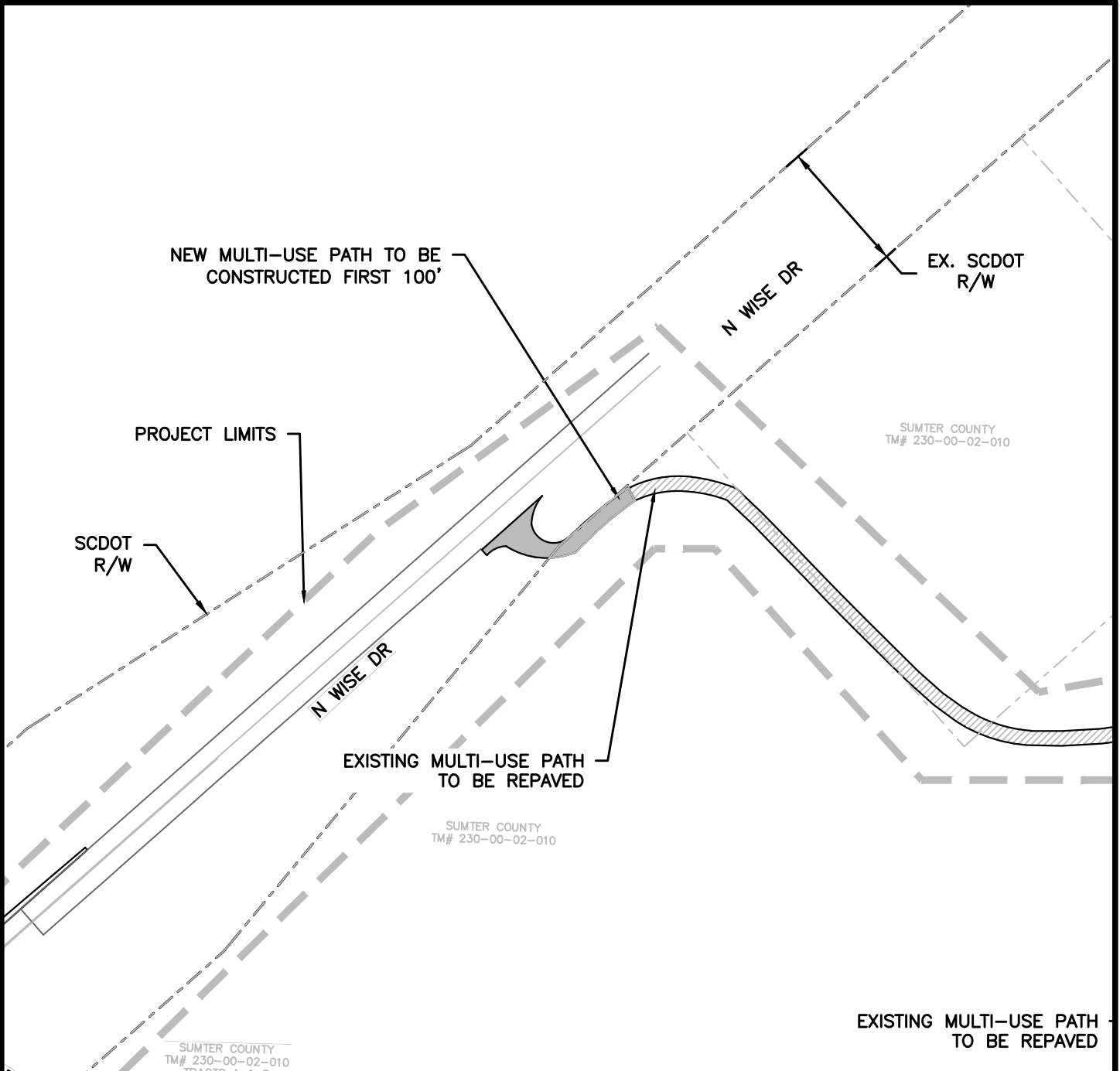
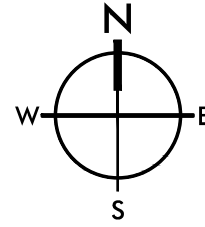
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ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**VIEW 2**  
Sheet 8 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED

SCALE: 1" = 100'









Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

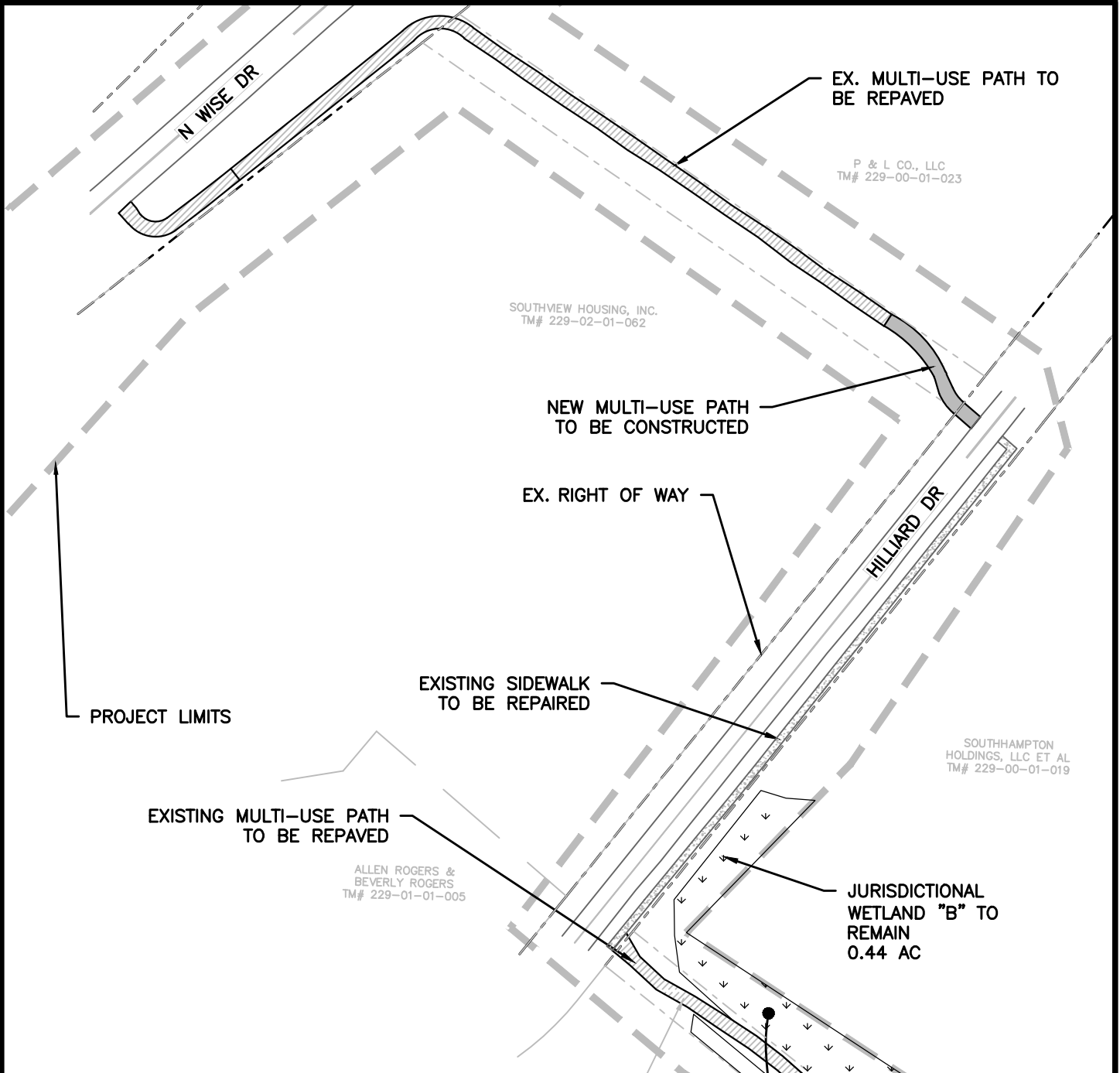
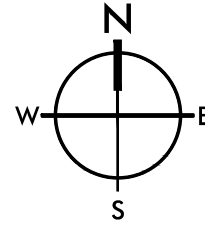
Applicant:  
ALTA PLANNING & DESIGN, INC.  
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DURHAM, NC 27701  
PHONE: (919) 484-8448

**VIEW 3**  
Sheet 9 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'





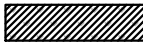



Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
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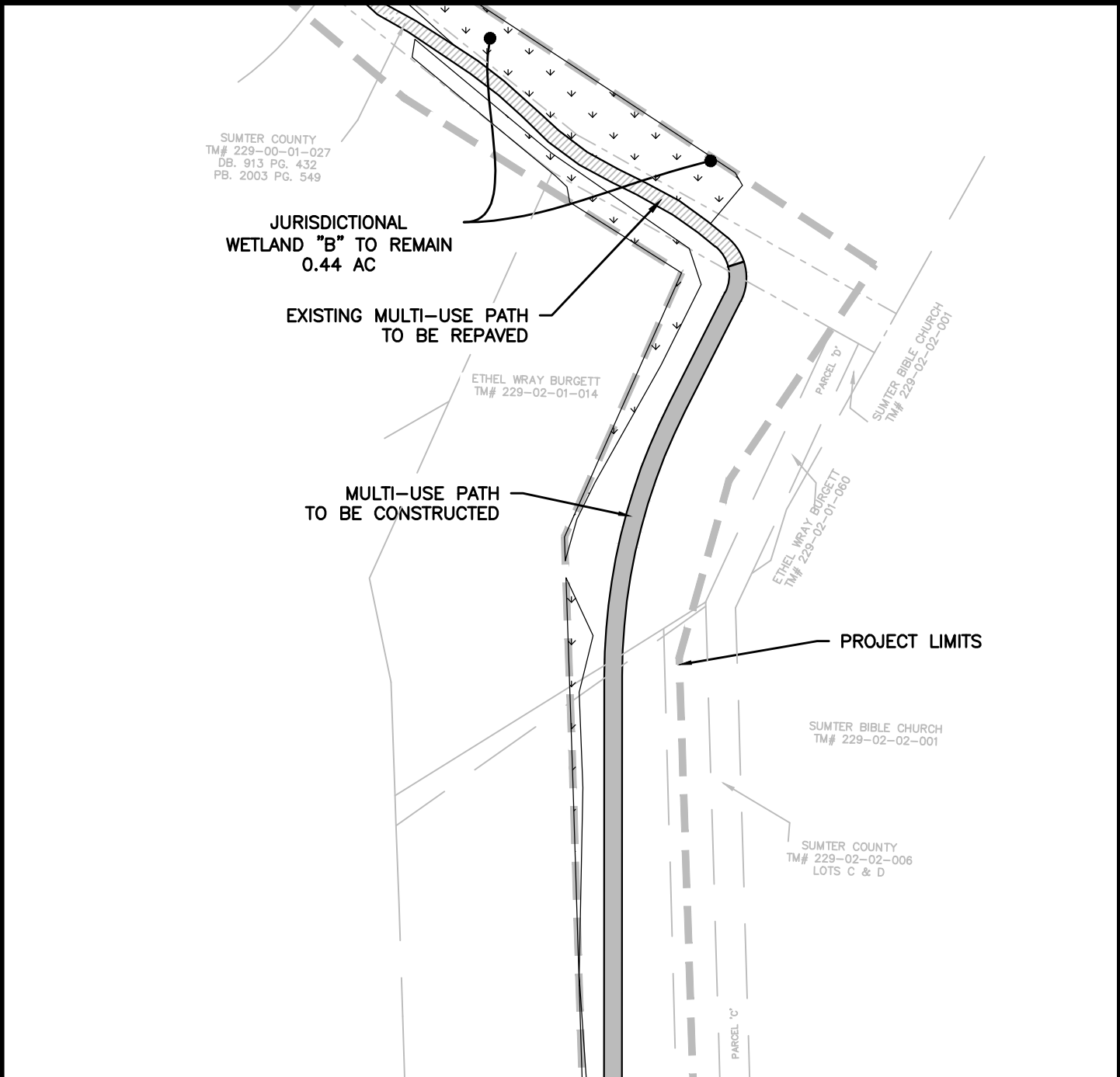
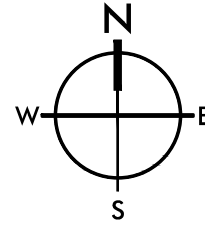
**VIEW 4**  
Sheet 10 of 30 Date: December 11, 2018



**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'







Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

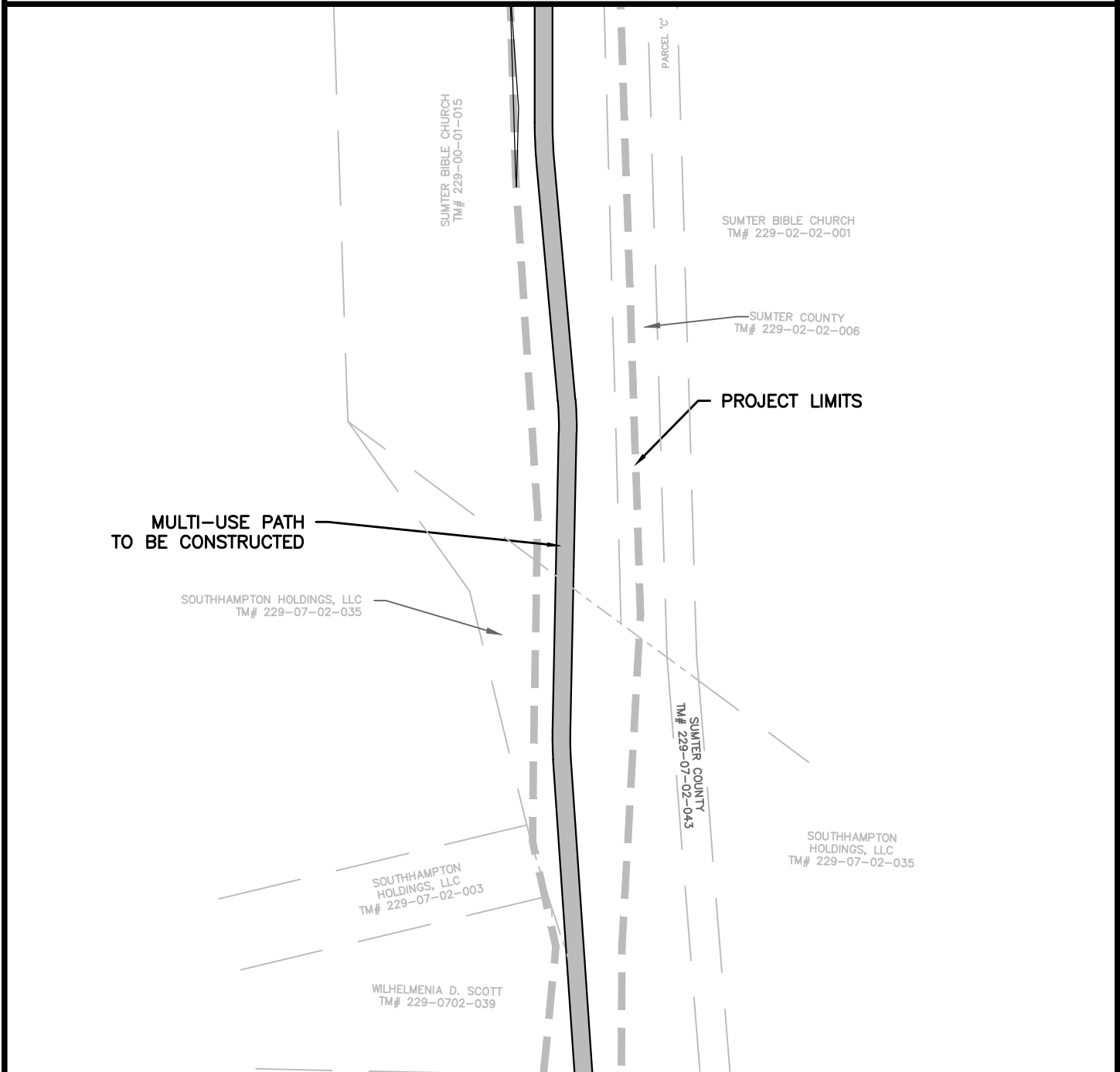
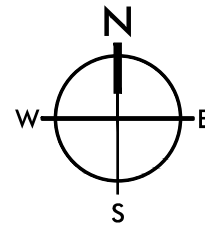
Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**VIEW 5**  
Sheet 11 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN

SCALE: 1" = 100'






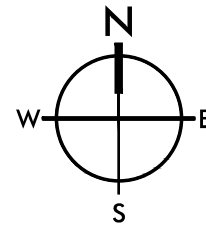
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MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
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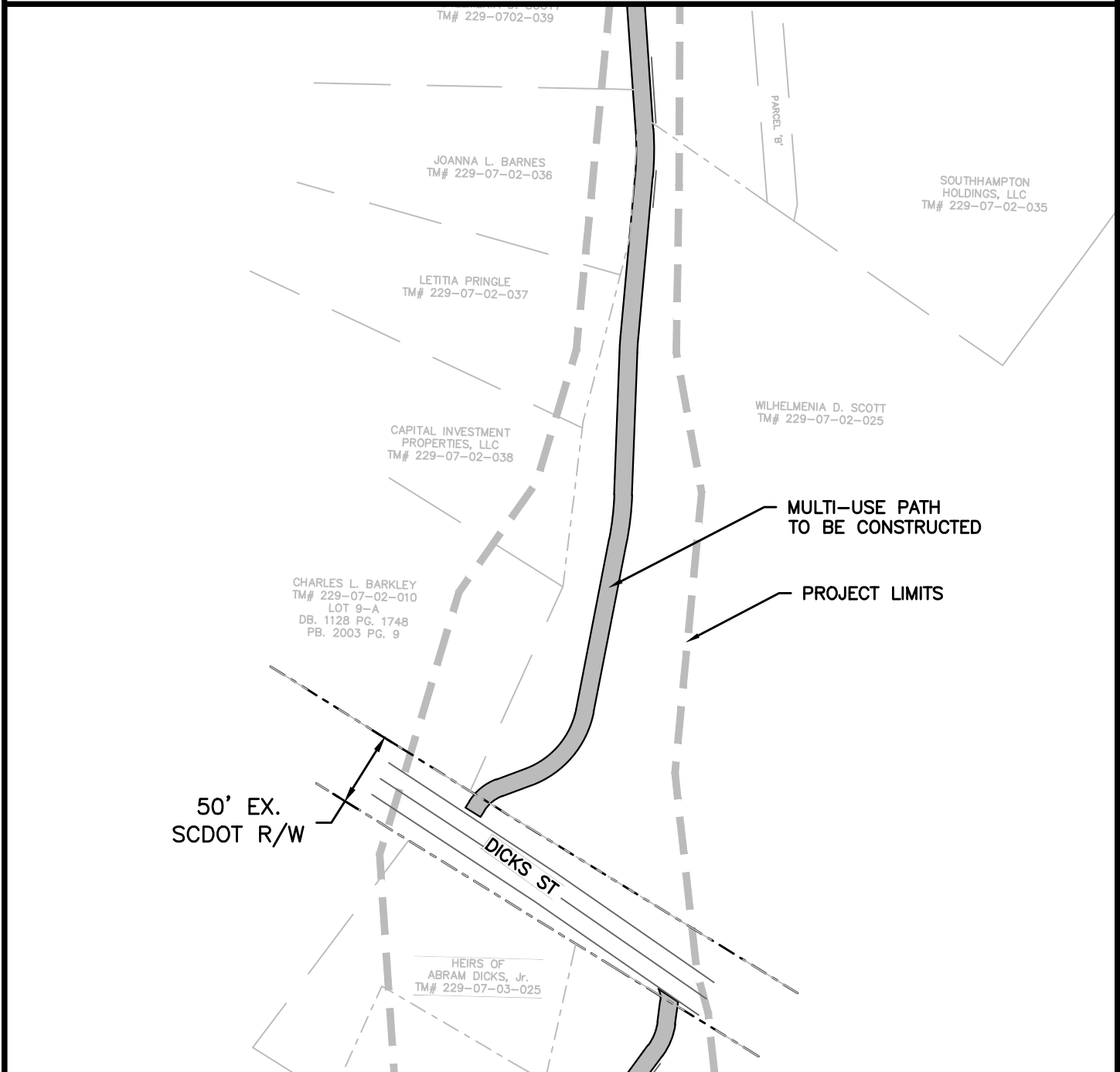
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Sheet 12 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED



SCALE: 1" = 100'







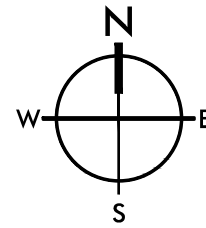
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MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
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DURHAM, NC 27701  
PHONE: (919) 484-8448

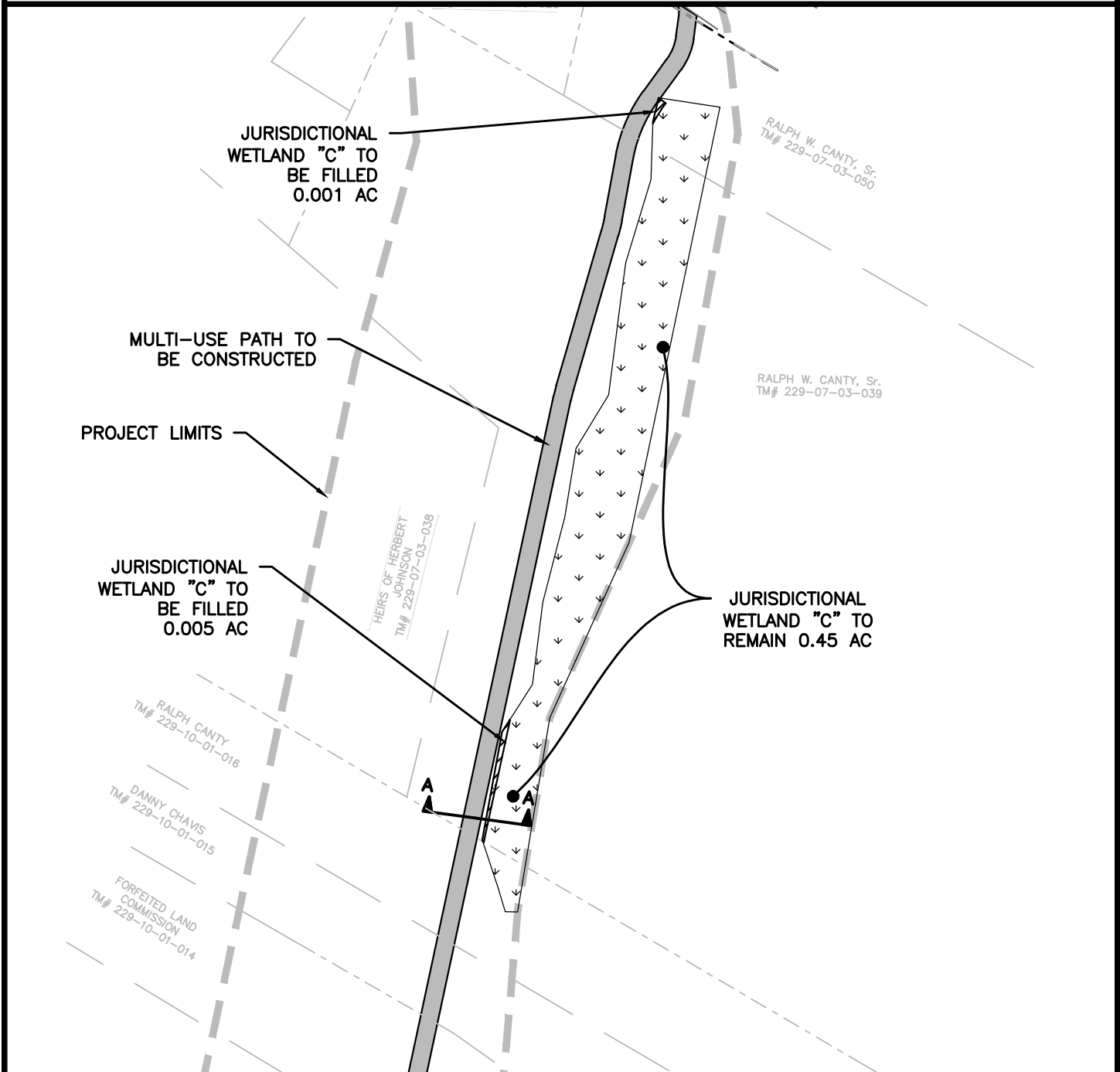
**VIEW 7**  
Sheet 13 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN



SCALE: 1" = 100'



Activity:  
MULTI-USE PATH CONSTRUCTION

Project:  
SHOT POUCH BRANCH GREENWAY






Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

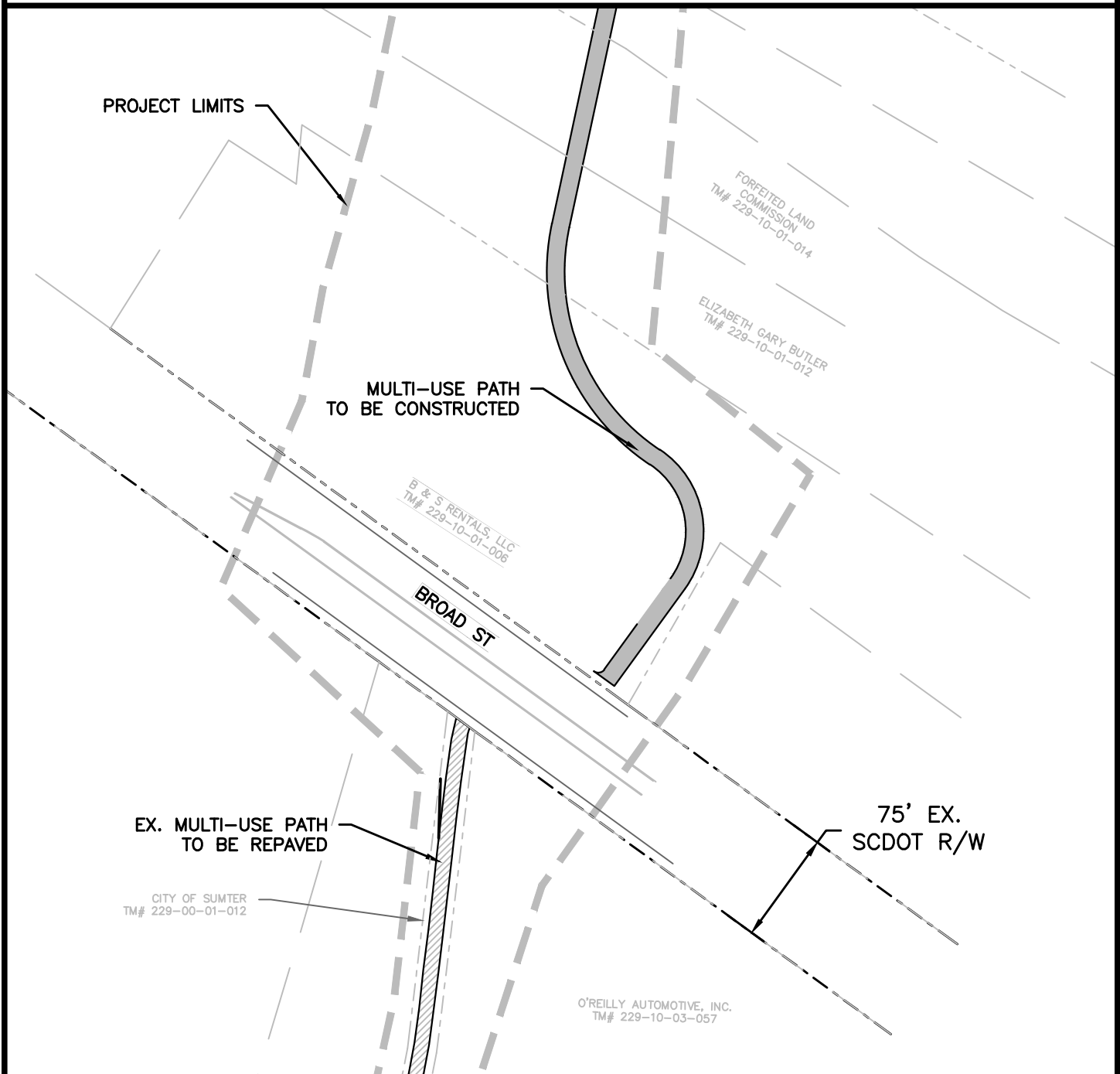
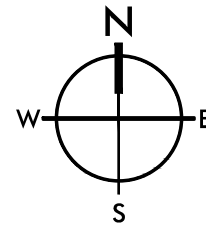
**VIEW 8**

Sheet 14 of 30    Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'






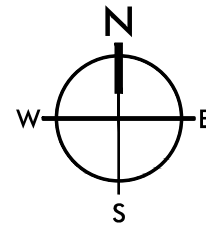
Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

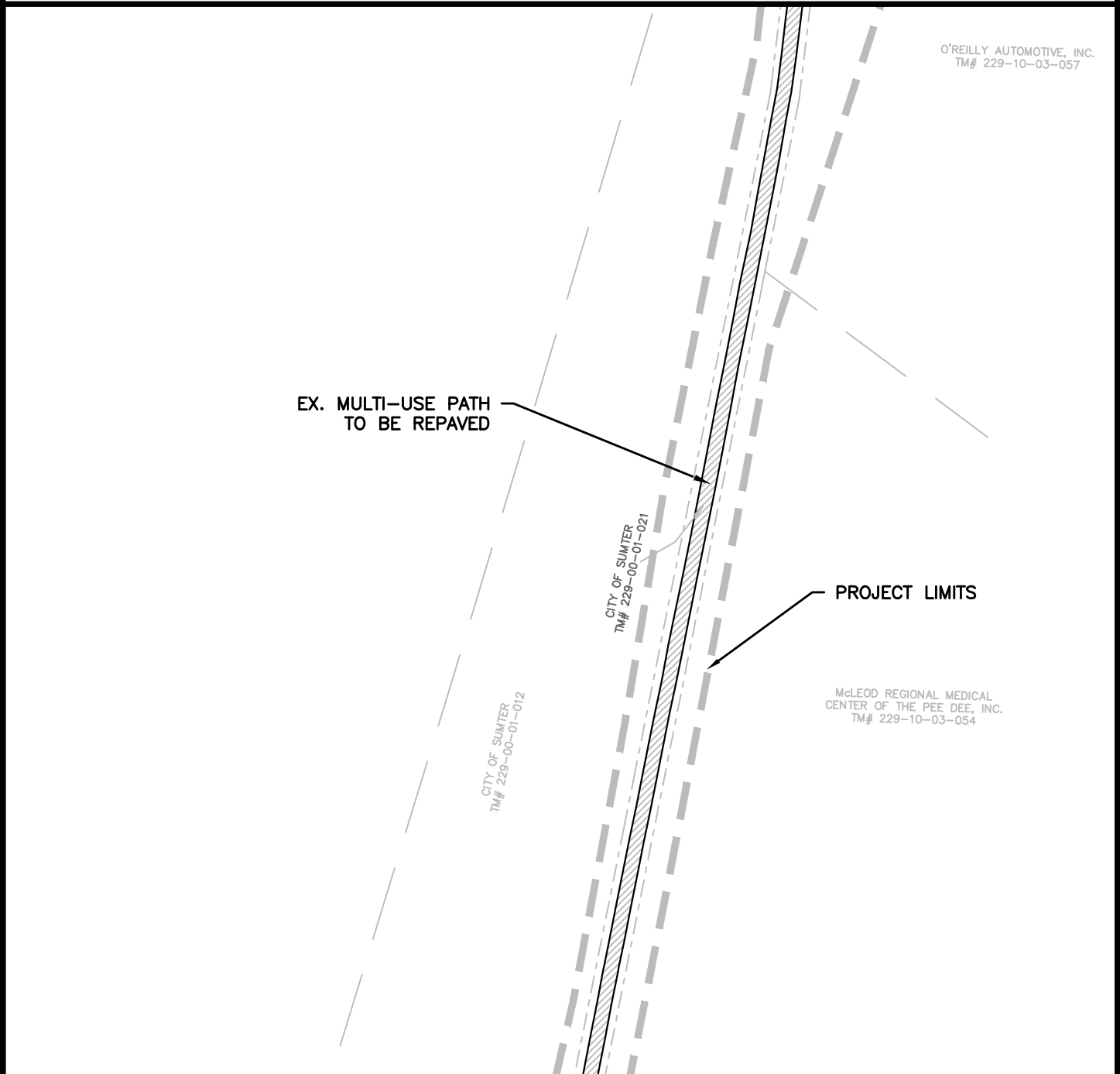
**VIEW 9**  
Sheet 15 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED



SCALE: 1" = 100'



Activity:  
MULTI-USE PATH CONSTRUCTION




Project:  
SHOT POUCH BRANCH GREENWAY

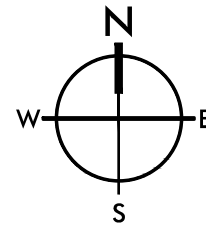
Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

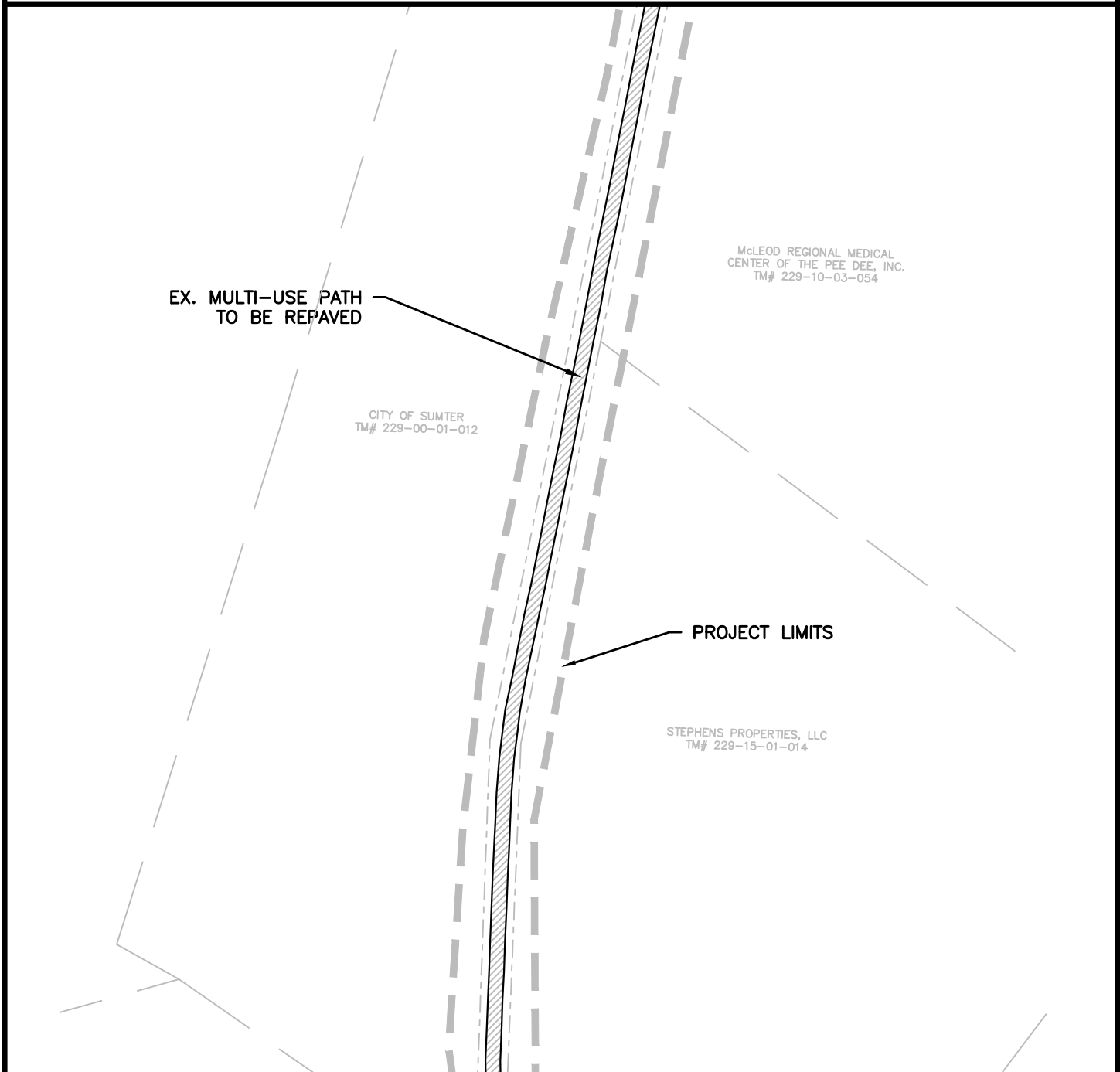
**VIEW 10**

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED



SCALE: 1" = 100'







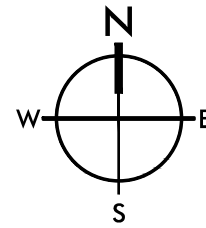
Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

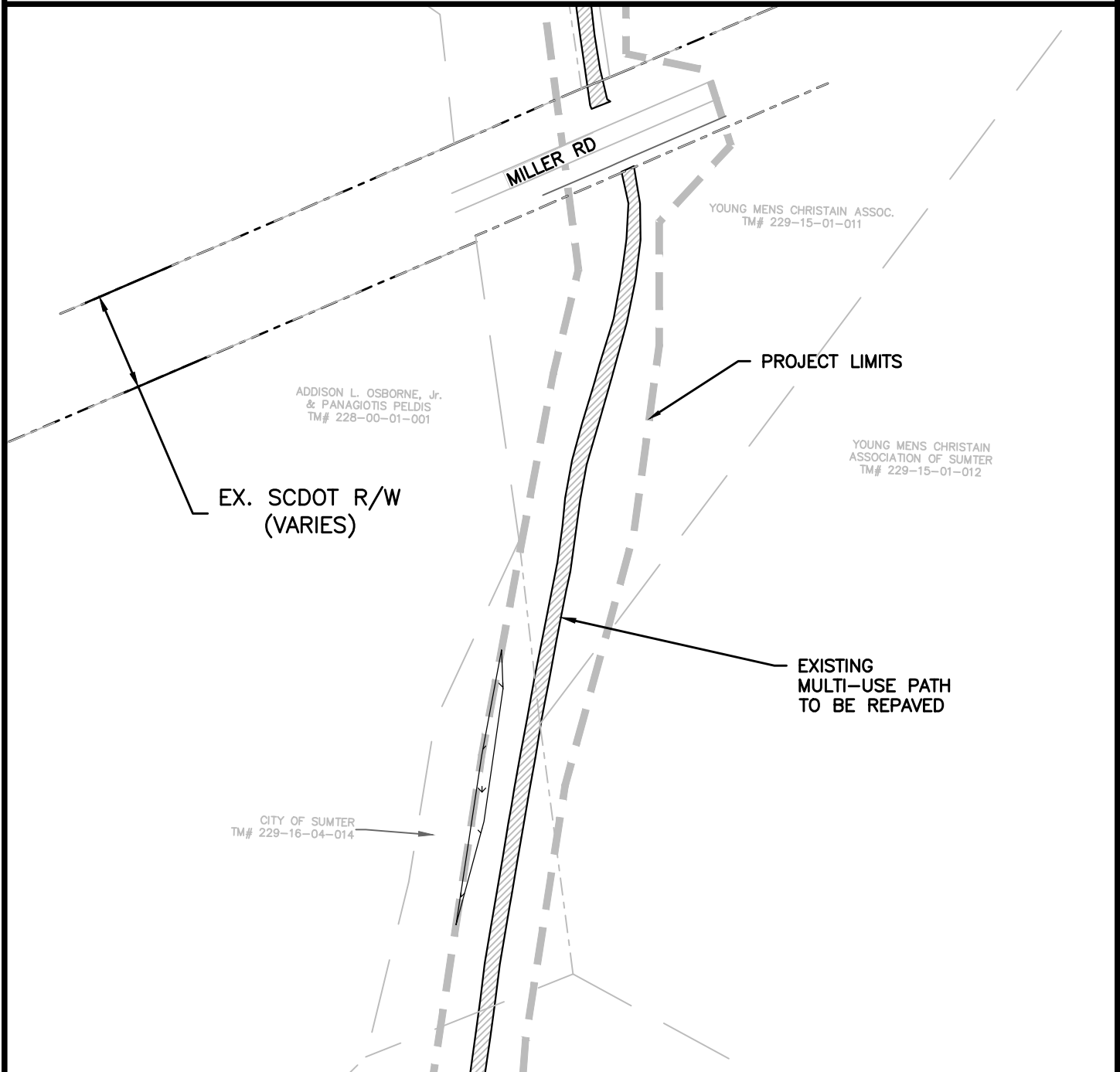
**VIEW 11**

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED
-  WETLAND TO REMAIN



SCALE: 1" = 100'







Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

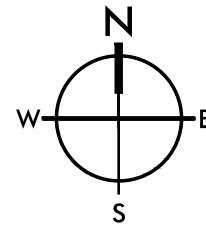
Applicant:  
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111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**VIEW 12**  
Sheet 18 of 30 Date: December 11, 2018

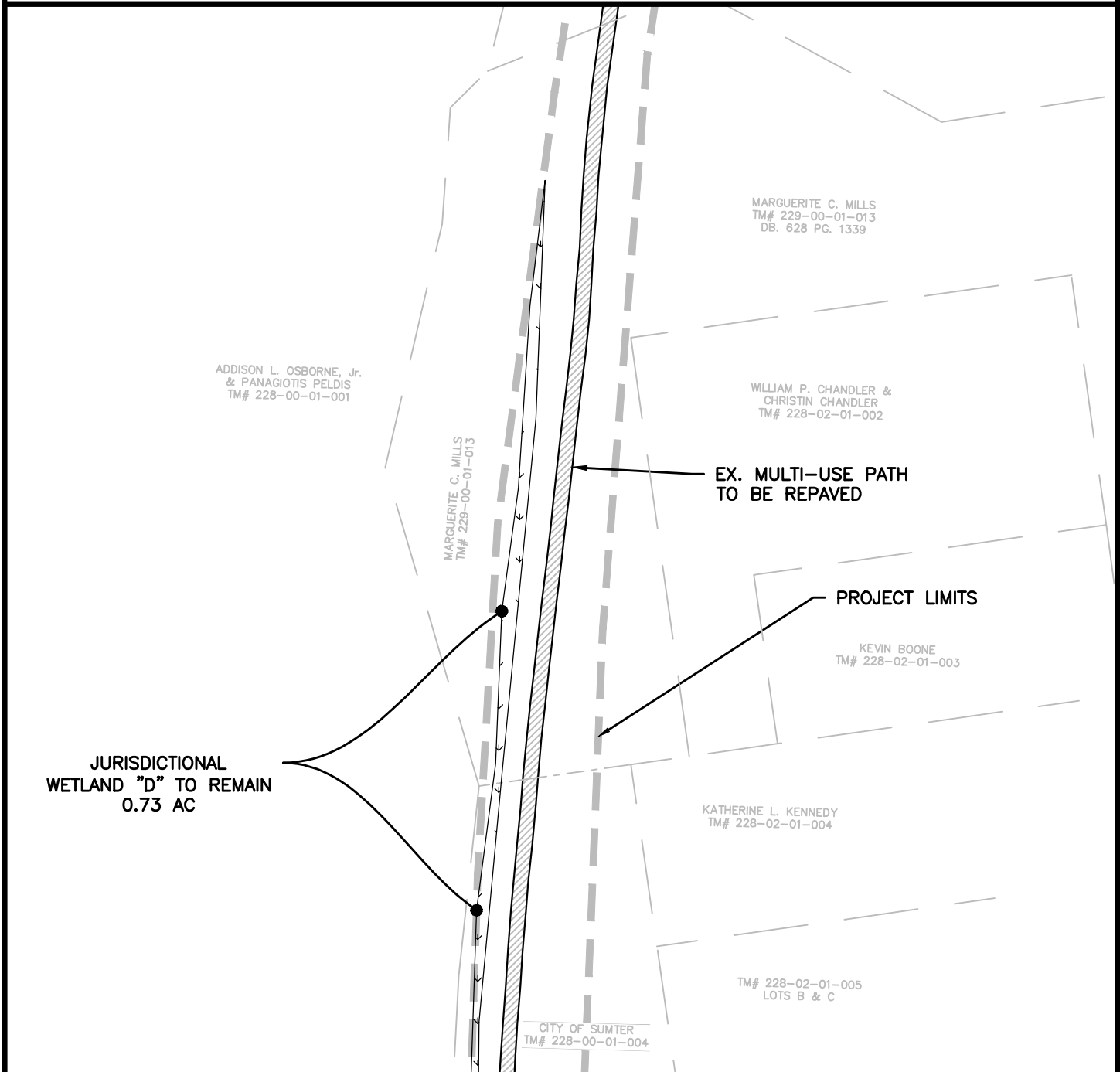


**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED
-  WETLAND TO REMAIN



SCALE: 1" = 100'







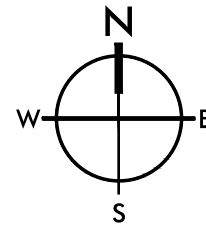
Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

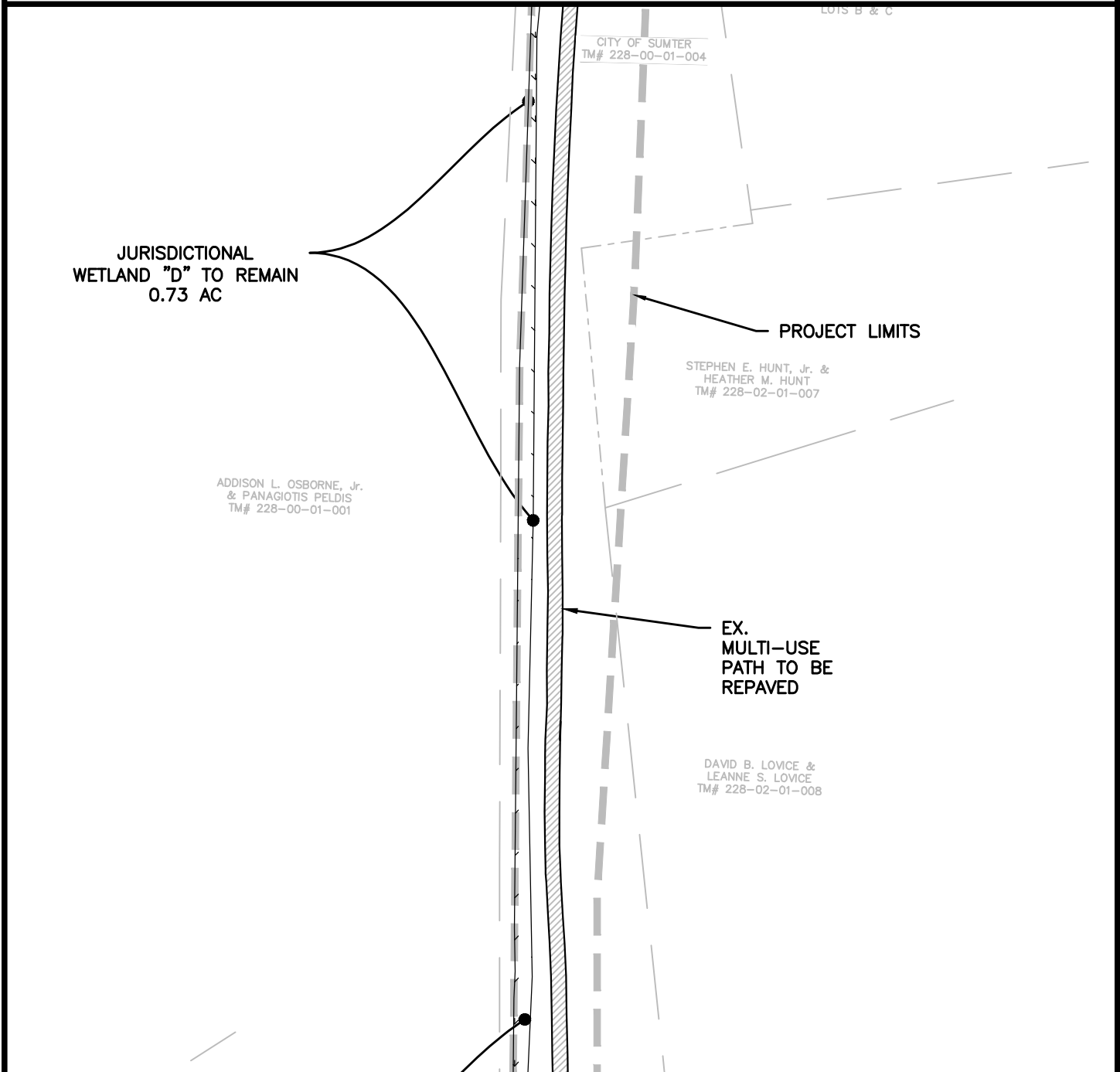
**VIEW 13**

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH
-  WETLAND TO REMAIN



SCALE: 1" = 100'



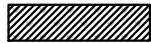





Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

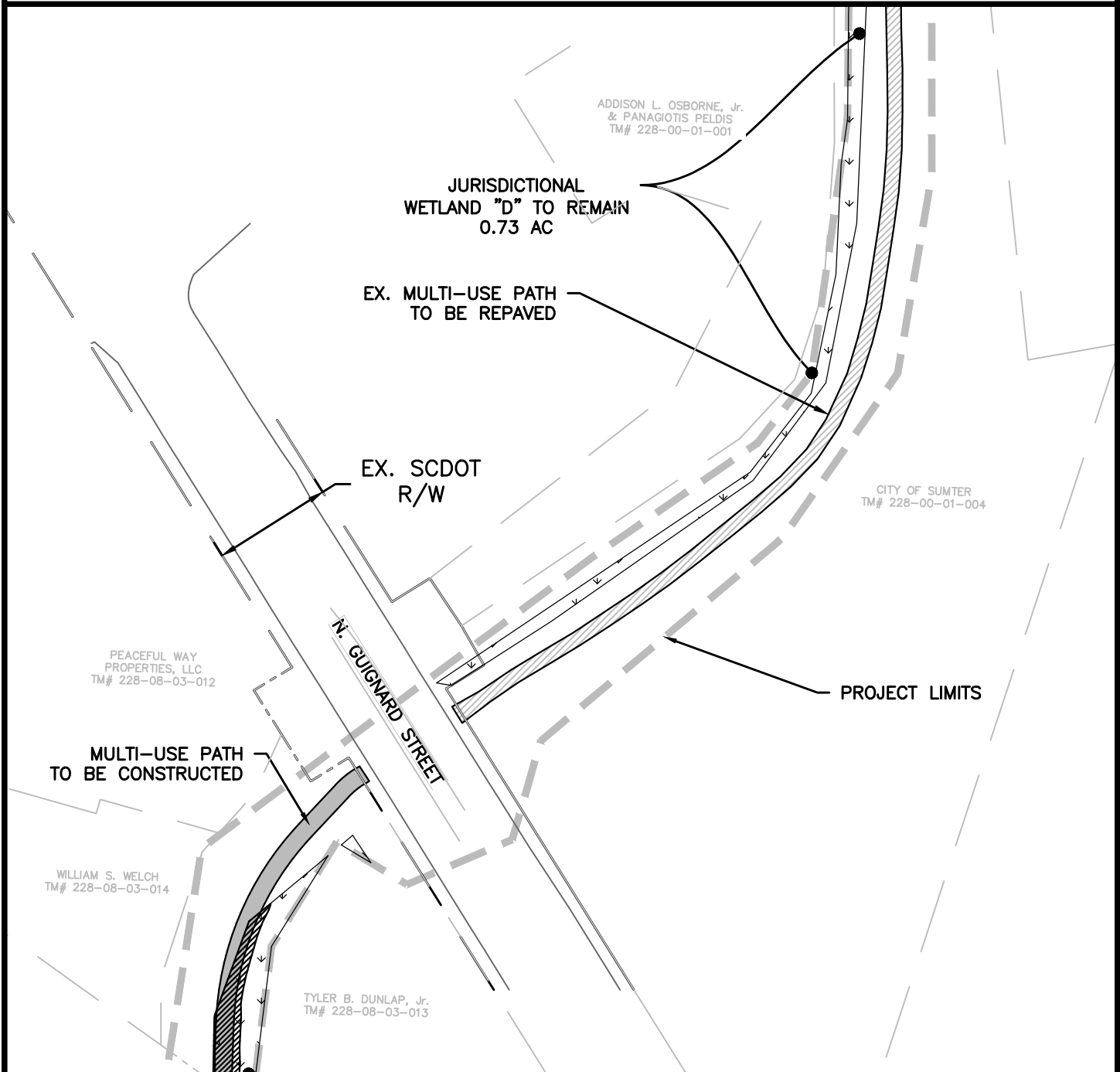
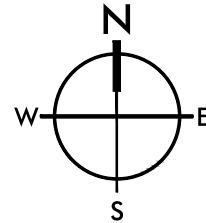
Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**VIEW 14**

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  EXISTING MULTI-USE PATH
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED

SCALE: 1" = 100'



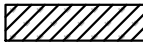




Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

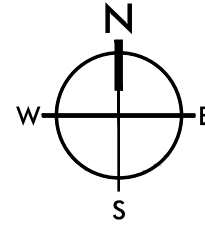
Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**VIEW 15**  
Sheet 21 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN

SCALE: 1" = 100'



TYLER B. DUNLAP, Jr.  
TM# 228-08-03-013

JURISDICTIONAL  
WETLAND "D" TO  
BE FILLED  
0.39 AC

JURISDICTIONAL  
WETLAND "D" TO REMAIN  
0.73 AC

CITY OF SUMTER  
TM# 228-08-03-011

CITY OF SUMTER  
TM# 228-08-03-011

PROJECT LIMITS









Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY

Location:  
SUMTER, SC

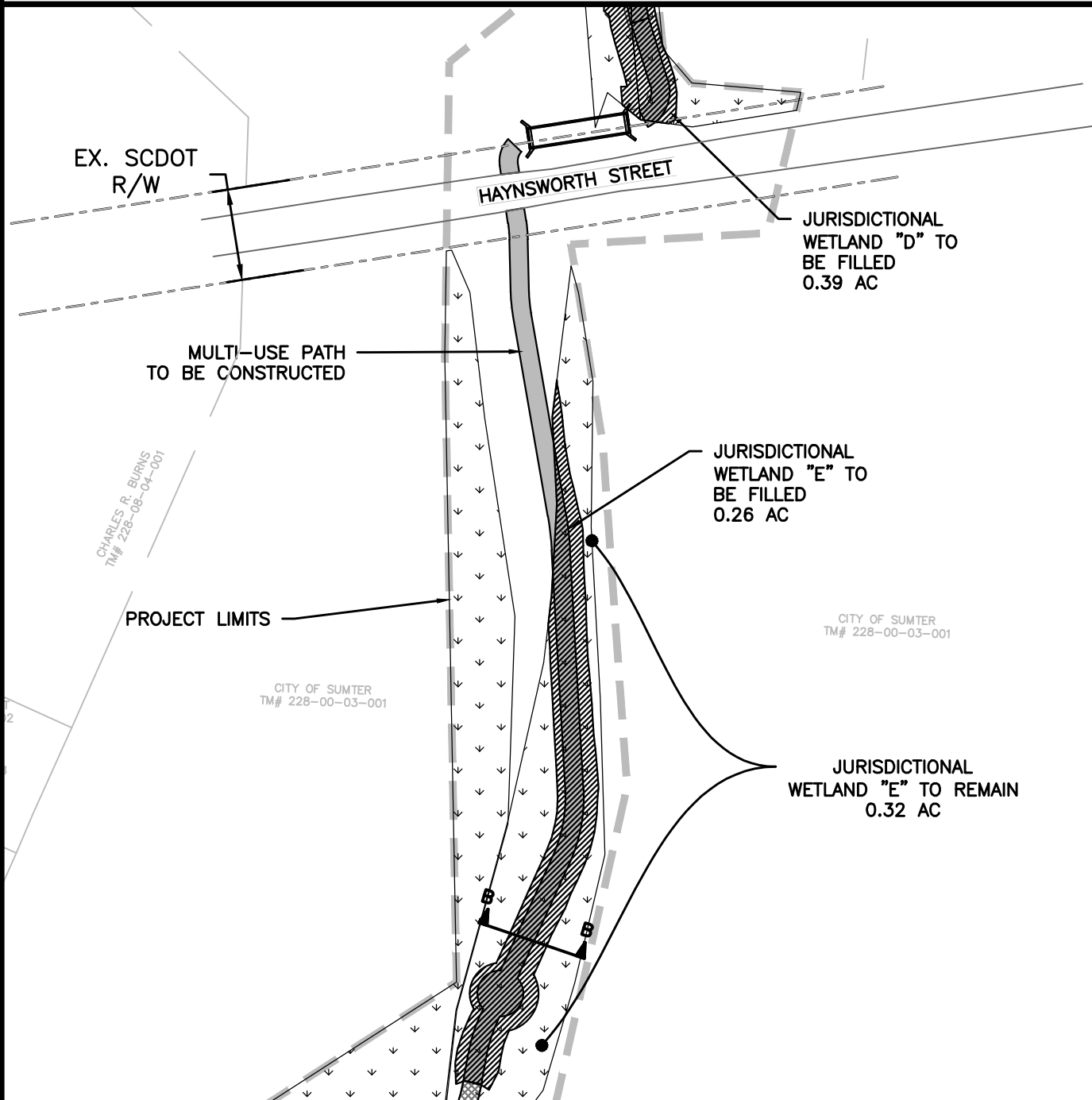
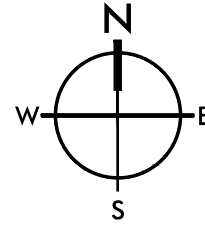
Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

*VIEW 16*

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  BOARDWALK TO BE CONSTRUCTED

SCALE: 1" = 100'



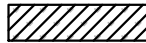





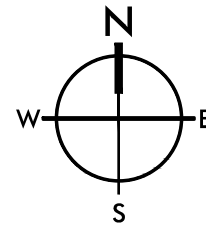
Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

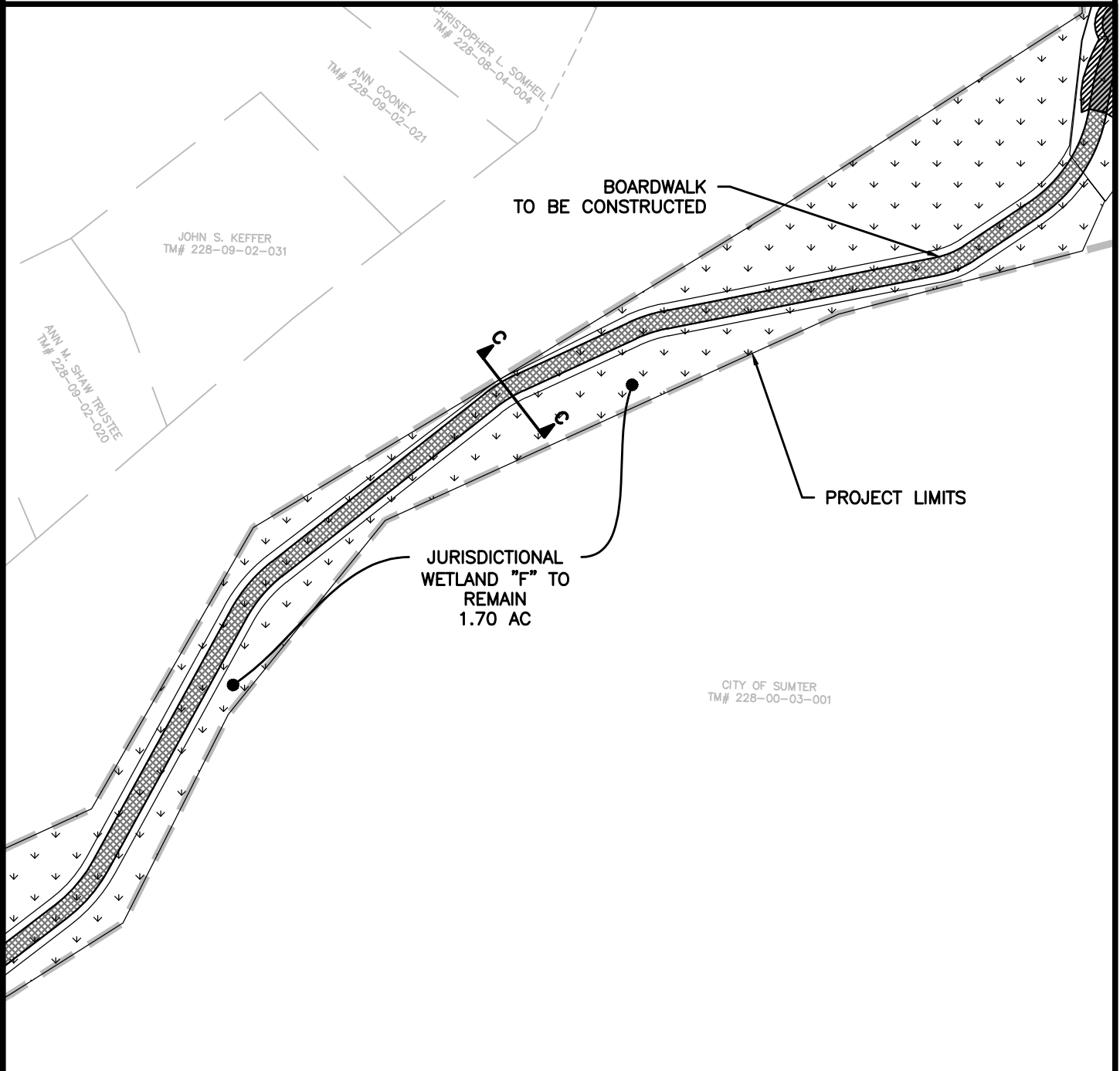
*VIEW 17*  
Sheet 23 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  BOARDWALK TO BE CONSTRUCTED



SCALE: 1" = 100'






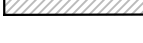


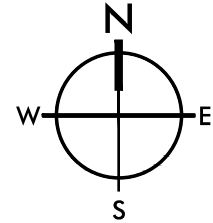
Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

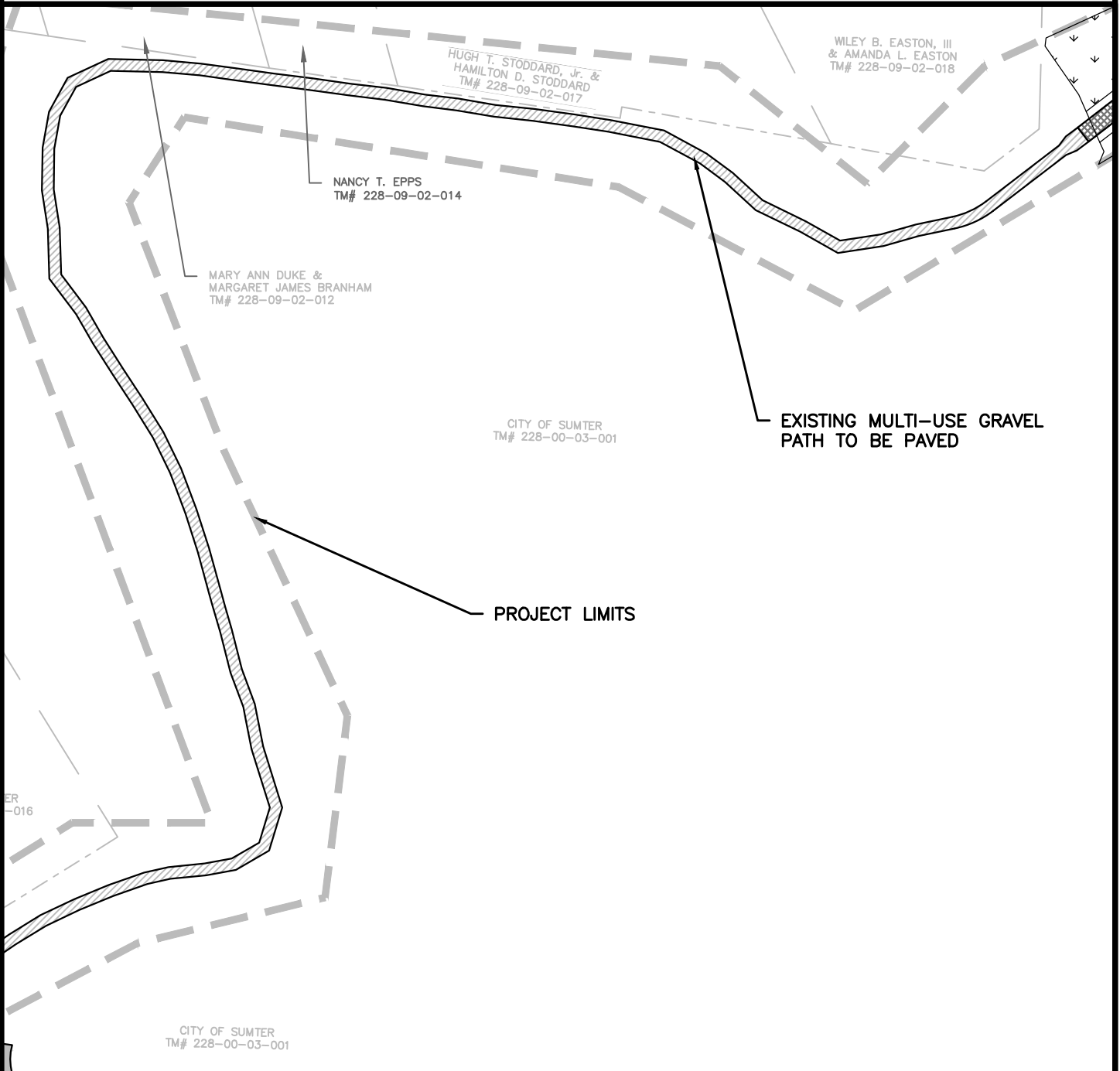
*VIEW 18*

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  EXISTING MULTI-USE PATH TO BE PAVED



SCALE: 1" = 100'







Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

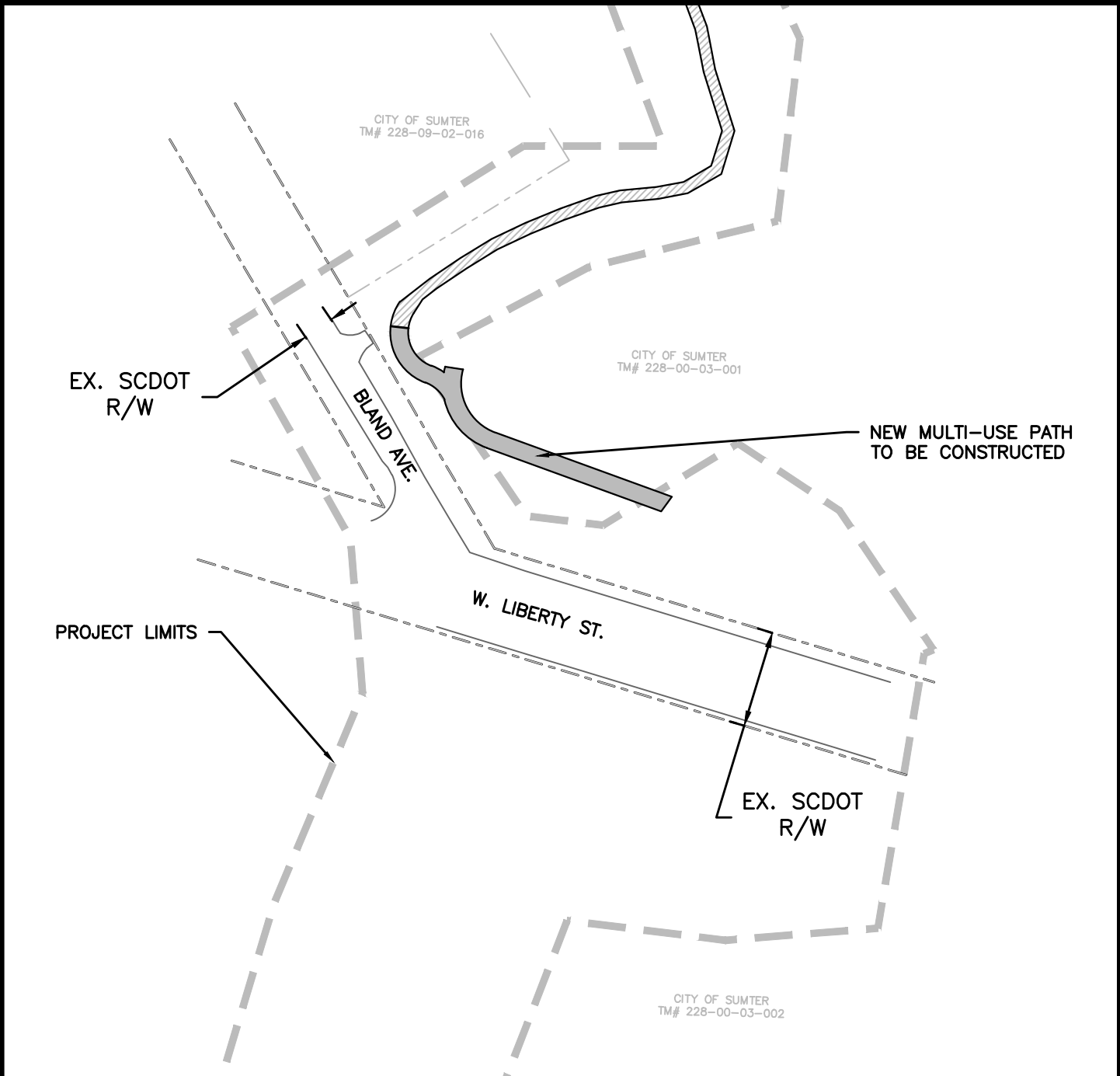
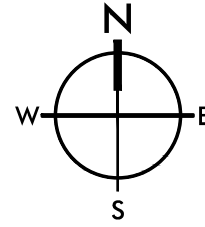
Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**VIEW 19**  
Sheet 25 of 30 Date: December 11, 2018

**WETLAND LEGEND**

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED

SCALE: 1" = 100'

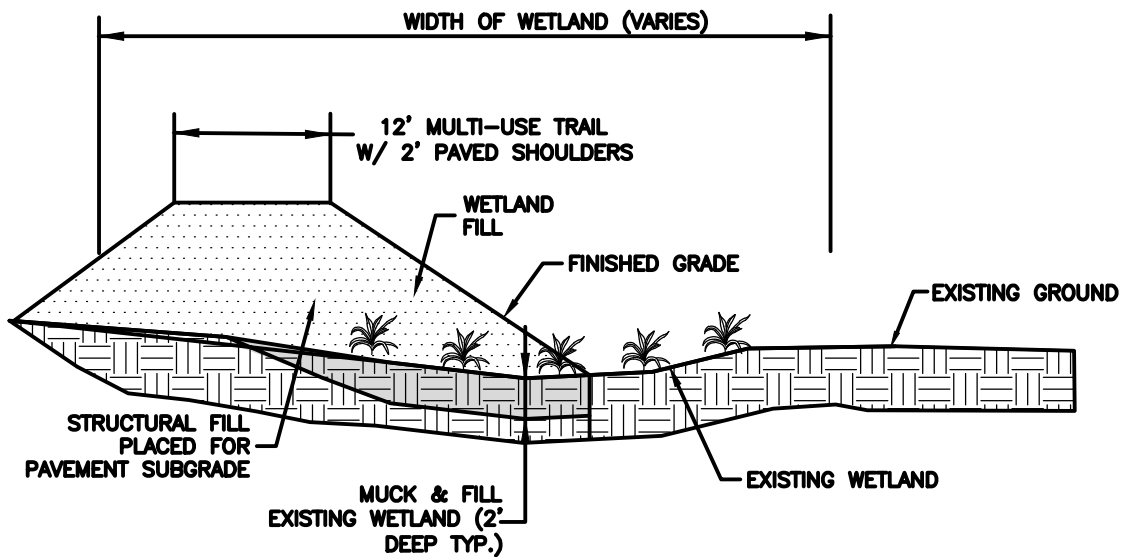


Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

*VIEW 20*





## TYPICAL ADJACENT WETLAND FILL DETAIL

SECTION "A-A"

(NOT TO SCALE)

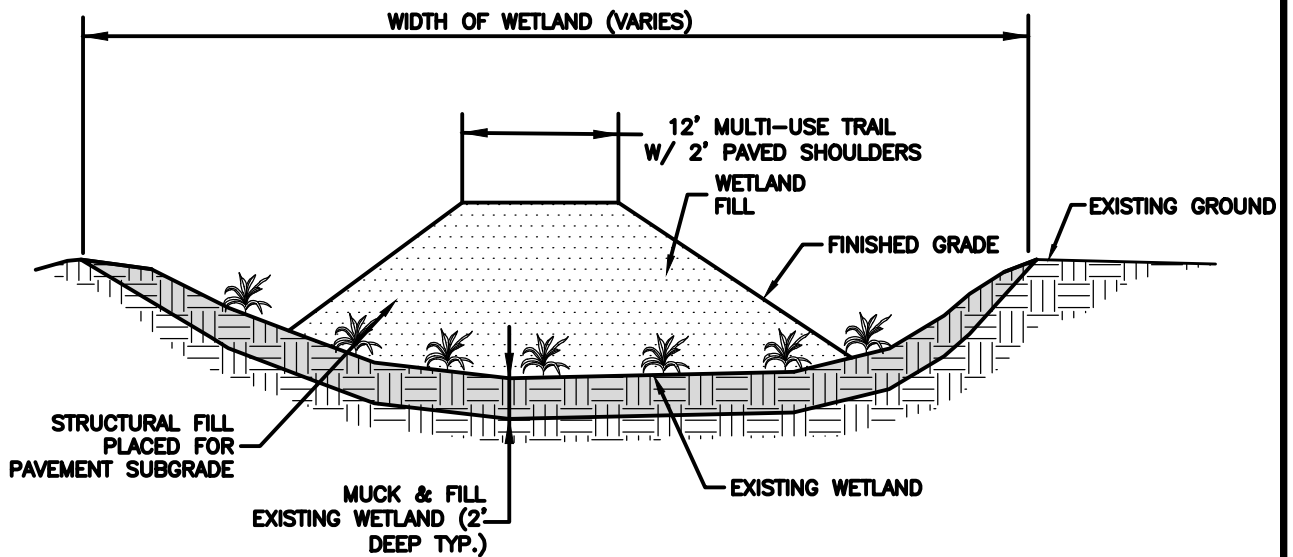
Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY

Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**WETLAND  
FILL DETAIL**

Sheet 27 of 30 Date: December 11, 2018



## TYPICAL WETLAND FILL DETAIL

### SECTION "B-B"

(NOT TO SCALE)

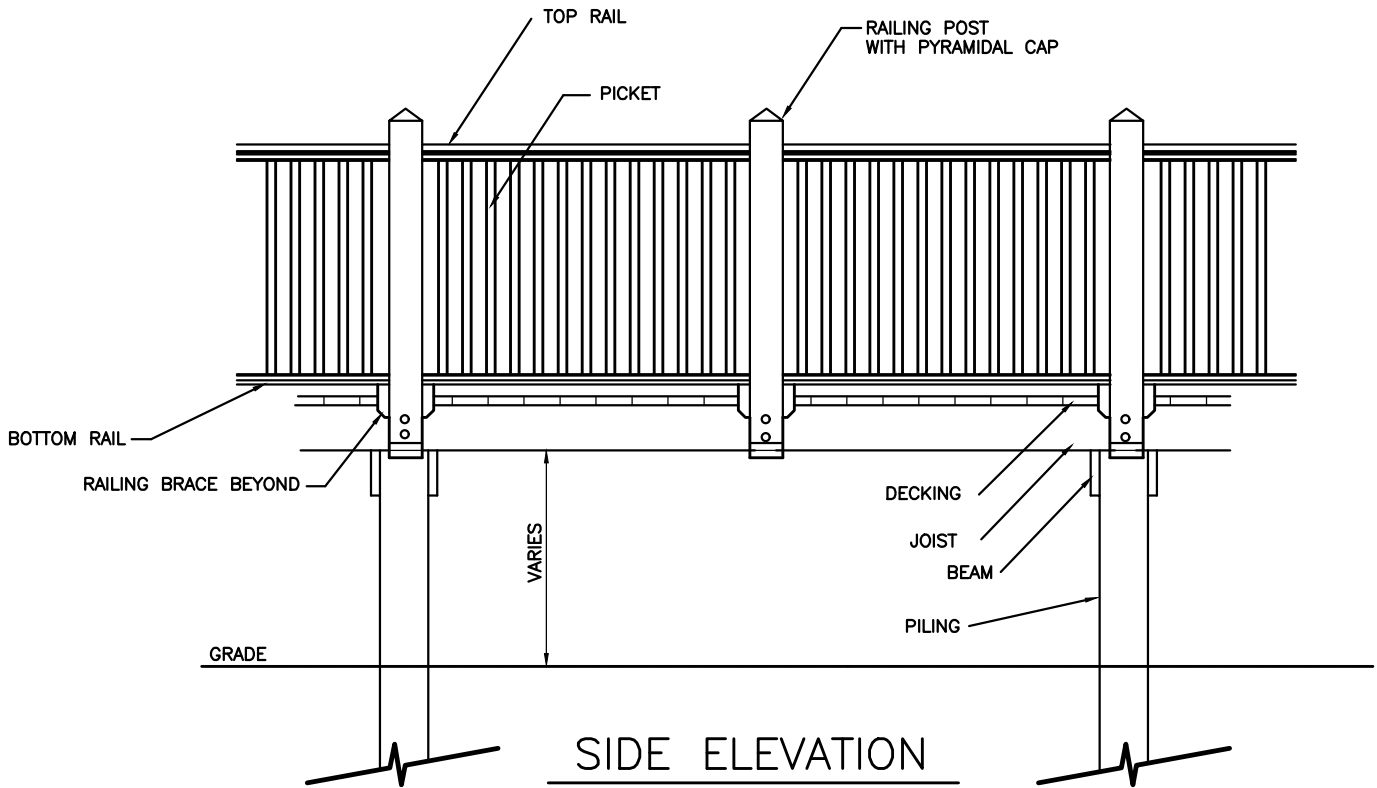
Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY

Location:  
SUMTER, SC

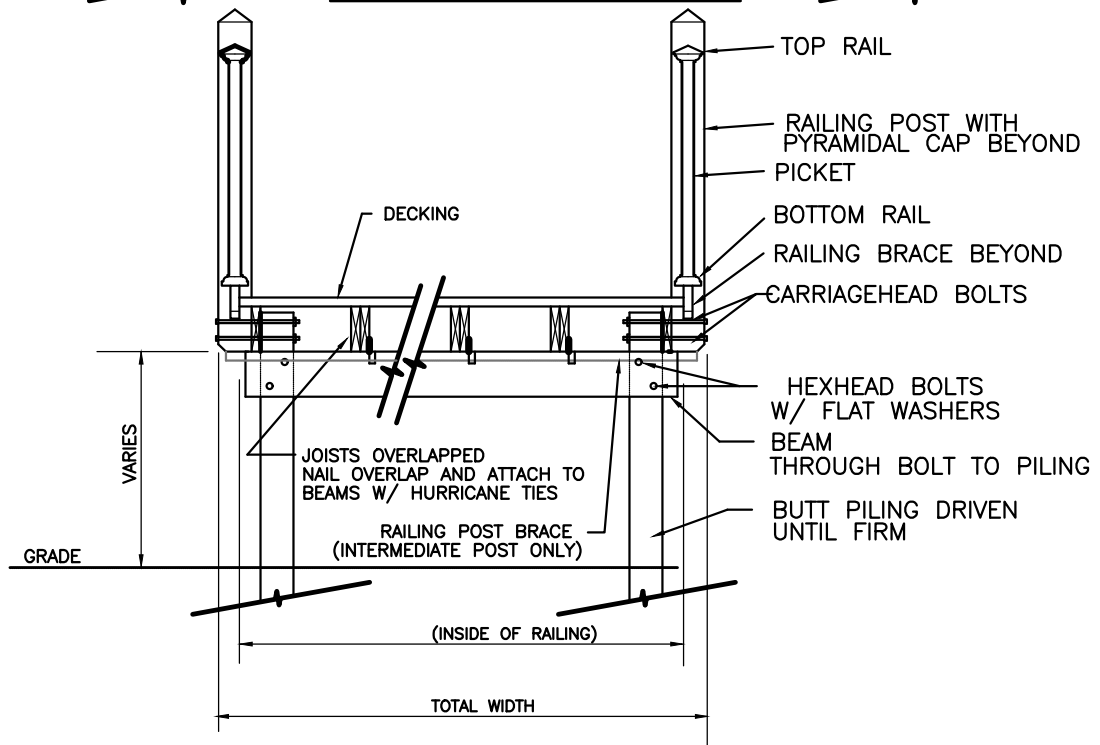
Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**WETLAND  
FILL DETAIL**

Sheet 28 of 30 Date: December 11, 2018



SIDE ELEVATION



SECTION THRU  
TYPICAL BOARDWALK DETAIL  
SECTION "C-C"

Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY

Location:  
SUMTER, SC

Applicant:  
ALTA PLANNING & DESIGN, INC.  
111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

**BOARDWALK  
DETAIL**

SHOT POUCH GREENWAY

TOTAL SITE = 40.35 Ac.  
TOTAL WETLANDS = 16.02 Ac.

JURISDICTIONAL WETLANDS

TOTAL JURISDICTIONAL WETLANDS = 16.02 Ac.

IMPACTS

INFRASTRUCTURE FILL

WETLAND FILL A = 0.00 Ac.  
WETLAND FILL B = 0.00 Ac.  
WETLAND FILL C = 0.01 Ac.  
WETLAND FILL D = 0.39  
WETLAND FILL E = 0.26  
WETLAND FILL F = 0.00 Ac.

TOTAL = 0.66 Ac.

Activity:  
MULTI-USE PATH CONSTRUCTION  
Project:  
SHOT POUCH BRANCH GREENWAY  
Location:  
SUMTER, SC

Applicant:  
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111 E. CHAPEL HILL ST., SUITE 100  
DURHAM, NC 27701  
PHONE: (919) 484-8448

*SUMMARY*

# **Shot Pouch Greenway**

**Sumter County, South Carolina**

**Document in Support of  
Application for  
Federal & State Permits**

**December 2018**

**Prepared By:**

**Newkirk Environmental, Inc.**

## **1.0 Introduction**

### **1.1 Site Location**

The proposed project area, as depicted in the conceptual application drawings, runs north/south along Shot Pouch Branch from Dillon Park to Swan Lake in the City of Sumter, Sumter County, South Carolina. It intersects several neighborhoods and commercial areas along its path as well as several main city roads including Hwy. 76, Broad Street, Miller Road, and Guignard Dr. before it terminates north of Liberty St.

### **1.2 Site Description**

The project area subject to the accompanying Individual Permit application currently contains existing unconnected on-grade trails, paved paths and boardwalks through the Shot Pouch Branch floodplain. The proposed greenway includes cleared upland areas as well as forested uplands and wetlands. These wetlands, including forested swamp, open water, streams and emergent wetlands have been delineated and submitted to the USACE in a jurisdictional request dated May 30, 2017 from McCormick Taylor (Appendix C).

In all, the project area consists of 40.35 acres, comprised of 16.02 acres of freshwater aquatic resources, including wetlands and 24.33 acres of high ground.

## **2.0 Project Need**

As the population of The City of Sumter grows, so too does the demand for greenspace that integrates outdoor recreational opportunities with pedestrian travel and biking as an alternative to conventional modes of transportation. According to *Sumter Connectivity & Greenways Master Plan for Shot Pouch Creek* (Appendix A), the county and city planners and residents anticipate a project that will serve as

...a viable community amenity, designed to connect neighborhoods, encourage recreational walking and biking, and as a catalyst for new niche neighborhood commercial development. In essence, this plan sees a linear park serving as a “spine” for greater connectivity in Sumter.... The Shot Pouch Greenway will be a sustainable central

artery for the community- one that does not require the use of a car! Dozens of Sumter's neighborhoods lie in close proximity and could be easily connected to the greenway. (pg. 5)

### **3.0 Project Purpose**

For clarity purposes, the project purpose statement has been divided into "basic project purpose" and "overall project purpose". This approach is consistent with the evaluation of alternatives required by the 404(b) (1) Guidelines and USACE guidance and may assist the US Army Corps of Engineers (USACE) in conducting its analysis of alternatives.

#### **3.1 Basic Purpose**

The basic purpose of the proposed project is to discharge fill material in freshwater wetlands to facilitate access and connectivity to existing amenities along the Shot Pouch Greenway within the City of Sumter South Carolina.

#### **3.2 Overall Purpose**

The overall purpose of the proposed project is to construct and complete an economically viable, long-term and sustainable public amenity within the existing Shot Pouch Greenway corridor that will provide access and connectivity to existing and future city parks, neighborhoods, businesses and institutions through alternative, low-impact modes of travel such as walking and biking.

### **4.0 Project Description**

The proposed project is a master-planned greenway within the identified project area that will include construction of a raised multi-use, paved path, incorporation of existing paths and construction of a boardwalk as depicted in the submitted permit application drawings for which this narrative supports. A total of 0.66 acres of jurisdictional aquatic resources will be permanently filled in order to complete the Shot Pouch Greenway path. Specifically, The City of Sumter proposes a fill impact to 0.01 acres designated as Wetland Fill C, 0.39 acres designated as Wetland Fill D and 0.26 acres designated as Wetland Fill E. These fill sections (illustrated on Sheets 27 and 28 of the application drawings) will consist of a raised 12' paved surface with 2' of slopes on either side of the path and will be properly culverted, where

applicable, so as to maintain hydrology and ecology exchange within the impacted wetland. The fill impacts will provide connectivity to existing paths in uplands that will be re-surfaced as part of the overall project. In addition, the city intends to construct a 925' x 20' wide boardwalk south of Haynsworth Street over the largest expanse of Shot Pouch Branch in the project area.

While The City of Sumter intends to complete the proposed project as soon as possible, there are a number of factors tied to the public funding mechanisms that will ultimately pay for the greenway. These factors would include, but not be limited to, unexpected emergency projects, other unanticipated and unknown city expenditures, the construction work bidding and awards process or natural disasters that could temporarily affect the greenway. Therefore, in order to provide ample time to complete the greenway, the applicant requests that the USACE and SCDHEC consider this application for a 15 year permit.

## **5.0 Alternatives**

### **5.1 No-action**

In a no action alternative, The City of Sumter would not place 0.66 acres of fill material in waters of the U.S. in order to complete the greenway as proposed. Subsequently, the planned project would not go forward as designed and the applicant's overall purpose and the need for the project would fail to be met. The current trail system would degrade over time and without the proposed connectivity, there would no clear use or purpose for the greenway that would be supported by the population.

### **5.2 Action**

The City of Sumter, in light of the stated project need, wishes to implement the proposed project towards meeting the previously stated purpose and goal of the Shot Pouch Greenway. As the greenway includes large swaths of wetlands associated with Shot Pouch Branch, it will be necessary to cross these wetlands to provide continuity and connectivity along the length of the greenway from Dillon Park to Swan Lake. As this proposed project is specific to the geographical area of the existing Shot Pouch Greenway, there are no alternative sites that would meet the stated purpose and need of



the proposed project. If one were to consider alternative sites for the proposed project, then this would inevitably result in a no action alternative for the Shot Pouch Greenway, which, as explained in the previous section, is not a viable alternative to meeting the stated purpose and goals of the project.

As it relates to a linear pathway through wetlands, there are really only three alternative design methods that can be employed. These methods include an on-grade trail, a raised impervious pathway or a boardwalk/bridge. For the size and scope of a project of this nature that intends to draw a significant number of users daily, an on-grade trail is not a practical alternative due to safety concerns, ADA requirements, maintenance requirements and loss of use during or after heavy rain events. Therefore, the only practicable action alternatives for this project include the use of a raised pathway section complete with paved surfaces, appropriate side slopes and culverts or boardwalks/bridges.

While boardwalks/bridges do not require a discharge of fill material into wetlands and therefore by default are considered the least impactful alternative, they are relatively expensive to construct and relatively expensive to maintain. In contrast, raised paved paths require a fill foot print but are significantly less costly to initially construct and maintain over time. As this project is funded with public money raised through Sumter County's Penny for Progress Capital Sales Tax Referendum, the Shot Pouch Greenway shares its funding with numerous other public need projects throughout the county (P4P). Therefore, the city and the county have the fiduciary duty to the tax payers to balance the goals, functions and overall cost to develop a worthwhile project with limited public funds. The result of this balance, in the opinion of The City of Sumter and Sumter County, is the proposed plan subject to the current 404/401 Individual Permit.

The Shot Pouch Greenway currently contains existing paved trails throughout portions of the project area's upland acreage. As part of the overall project, these paths will be reused and repaved to lessen the overall impact to the greenway with impervious surfaces. To connect these existing trails and provide the desired connectivity from Dillon Park to Swan Lake, the city will connect these paths through wetlands utilizing both paved paths

and boardwalks where financially feasible. There are three areas of proposed paved path through wetlands. Wetland Fill C has already been minimized to 0.01 acres total. Proposed Wetland Fill D is 0.39 acres and proposed Wetland Fill E is 0.26 acres. Below is a table illustrating the additional costs of a boardwalk/bridge alternative at each proposed fill section along with why the city ultimately rejected the alternative.

**Table of Costs/Savings per Boardwalk Alternative**

<b>Impact</b>	<b>Additional Cost</b>	<b>Reason for rejection by applicant</b>
Wetland Fill C (0.01 Ac.)	\$13,500	The proposed impact is less than 0.1 acres (considered by the regulatory agencies as minimal without need for mitigation). The cost of the alternative (boardwalk/bridge) to the public is not practicable for such a minor impact.
Wetland Fill D (0.39 Ac.)	\$504,000	This cost represents almost 13% of the entire cost for the proposed project. This is not a practicable alternative to filling Wetland D when considering the cost to the tax payer.
Wetland Fill E (0.26 Ac.)	\$352,000	This cost represents almost 9% of the entire cost for the proposed project. This is not a practicable alternative to filling Wetland D when considering the cost to the tax payer.

**6.0 Avoidance/Minimization**

During the planning and design process, the city attempted to minimize wetland impacts to the maximum extent while still accomplishing the project with a duty to the public to save costs where appropriate. This minimization is evident in the incorporation of the configurations and

layouts of the existing paths within the greenway as well as the proposed minimal impacts associated with Wetland Fill B and Wetland Fill C. In addition, the applicant allocated enough funds to span the approximately 925 linear feet of wetlands associated with Shot Pouch Branch between Haynsworth Street and Swan Lake without a permanent fill impact. This minimization of overall wetland impact represents approximately 16% of the total buildout cost of the project.

### **7.0 Compensatory Mitigation**

The applicant proposes to mitigate for proposed impacts in accordance with the USACE Charleston District Compensatory Mitigation Guidelines dated October 7, 2010. When applied to the proposed project, The Charleston District Mitigation Worksheets define a requirement of 6.7 mitigation credits to compensate for the proposed impacts to aquatic resources. These worksheets are included as Appendix B.

At the time of this application, there is currently not a mitigation bank that services the proposed project; however, the applicant anticipates that a bank will be approved in this area during the course of the permit application review period.

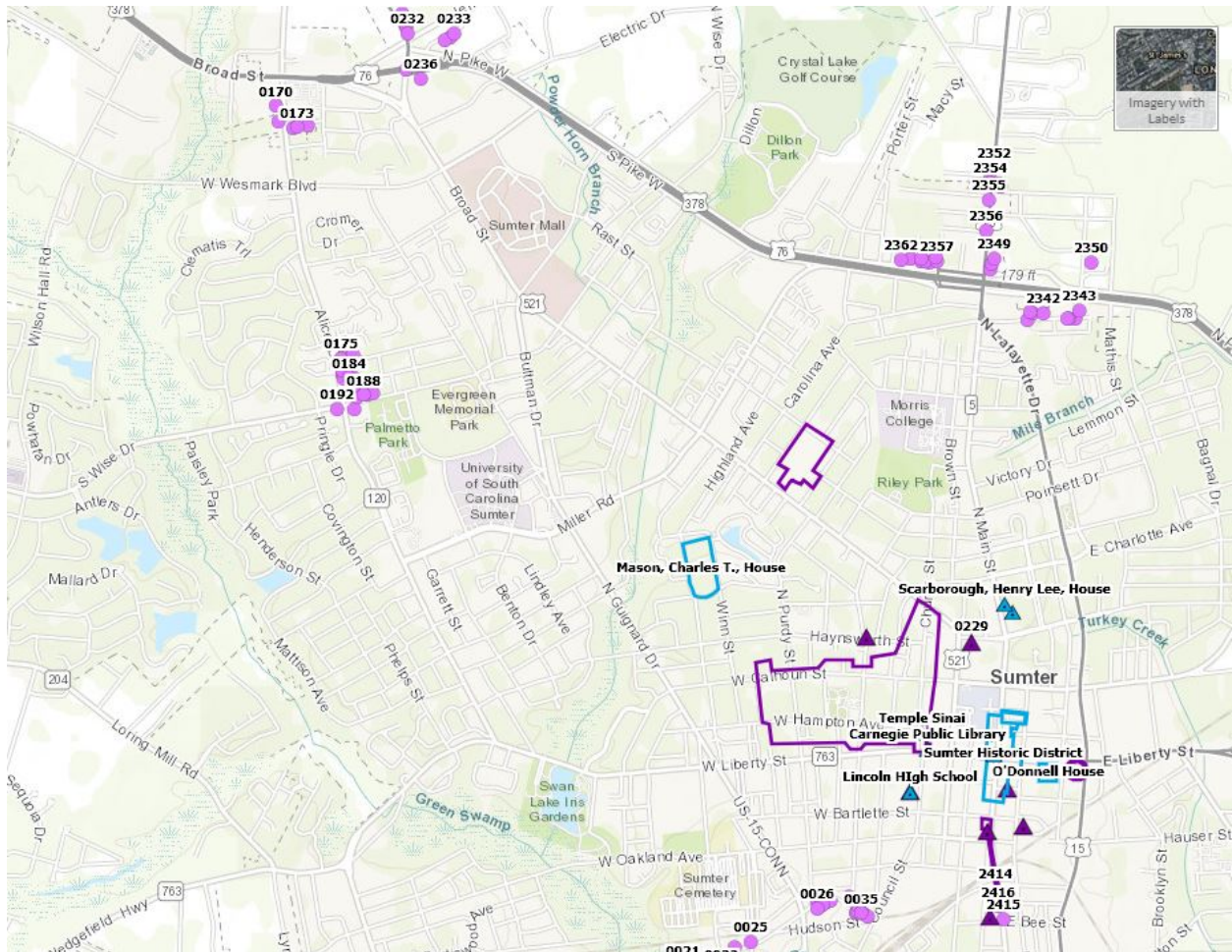
### **8.0 Stormwater**

As required by SCDHEC's NPDES program for all developments prior to construction, there will be an adequate SCDHEC approved stormwater management plan incorporating BMPs and that is capable of meeting the needs of the proposed project. As these plans are not generally designed prior to obtaining a 404 Individual Permit and 401 Certification, the exact locations of such structures and support structures are not known at this point in time. The project engineer has been made aware of and intends to employ accepted stormwater management techniques, where practical, as part of the final stormwater plan to prevent runoff from having adverse impacts to adjacent aquatic features. The location of the implementation of such techniques and structures will be included in the comprehensive stormwater management plan submitted to SCDHEC or local MS4 for approval under the NPDES program.

## 9.0 Archaeological and Cultural Resources

A review of available data from SCIAA and SCDAAH (Figure 1) does not indicate that the project site is located adjacent to any site(s) listed on the National Register of Historic Places or that any significant or potentially significant historic resources exist on the project site.

**Figure 1: SC ArcSite Public Web Map**



## 10.0 Threatened and Endangered Species

On 18 October 2018, Newkirk Environmental, Inc. solicited an Official Species List for the project site through the USFWS IPaC system. The request was assigned consultation tracking number 04ES1000-2019-SLI-0061 and a response from USFWS was received the same day. A copy of the Official Species List is attached to this report as Appendix D.

Based on the linear nature of the proposed impacts, the scope of the overall project and the intended use of the project, it is Newkirk Environmental, Inc.'s opinion that the proposed project will not likely jeopardize the continued existence of any listed threatened or endangered species or a species proposed for such designation. In addition, at the time of this application, the USFWS IPaC system did not indicate any designated critical habitat within or near the project site.

## **11.0 References**

Sumter Connectivity & Greenways Master Plan for Shot Pouch Creek (2014, February).

Retrieved from <http://www.sumtersc.gov/>

About P4P (2018, October).

Retrieved from [http://www.sumtercountysc.org/penny\\_for\\_progress/about\\_p4p/index.php](http://www.sumtercountysc.org/penny_for_progress/about_p4p/index.php)

## Appendix B: Mitigation Calculation Worksheets

**Shot Pouch Greenway  
December 2018  
Revised May 2019**

**REQUIRED WETLAND MITIGATION WORKSHEET**

*Determination of Wetland Credits (Last Revised, October 7, 2010)*

Factors	Options					
	Lost Type	Type C 0.2	Type B 2.0			Type A 3.0
Priority Category	Tertiary 0.5	Secondary 1.5			Primary 2.0	
Existing Condition	Very Impaired 0.1	Impaired 1.0	Partially Impaired 2.0	Fully Functional 2.5		
Duration	0 to 1 year 0.2	1 to 3 years 0.5	3 to 5 years 1.0	5 to 10 years 1.5	Over 10 years 2.0	
Dominant Impact	Shade 0.2	Clear 1.0	Drain 2.0	Dredge 2.5	Impound/Flood 2.5	Fill 3.0
Cumulative Impact	<0.25 Acre 0.1	0.25-0.99 Acres 0.2	1.0-2.99 Acres 0.5	3.0-9.99 Acres 1.0	≥10.0 Acres 2.0	

**Note:** The cumulative impact factor for the overall project should be included in the sum of factors for each impacted area on the Required Wetland Mitigation Credit Worksheet.

**Required Wetland Mitigation Credit Worksheet**

Factor	Impact C	Impact D	Impact E		
Lost Type*	<b>3.0</b>	<b>3.0</b>	<b>0.2</b>		
Priority Category	<b>0.5</b>	<b>0.5</b>	<b>0.5</b>		
Existing Condition*	<b>2.0</b>	<b>2.5</b>	<b>2.0</b>		
Duration	<b>2.0</b>	<b>2.0</b>	<b>2.0</b>		
Dominant Impact	<b>3.0</b>	<b>3.0</b>	<b>3.0</b>		
Cumulative Impact	<b>0.2</b>	<b>0.2</b>	<b>0.2</b>		
Sum of m Factors	R <sub>1</sub> = <b>10.7</b>	R <sub>2</sub> = <b>11.2</b>	R <sub>3</sub> = <b>7.9</b>	R <sub>4</sub> =	R <sub>5</sub> =
Impacted Area	A <sub>1</sub> = <b>0.01</b>	A <sub>2</sub> = <b>0.39</b>	A <sub>3</sub> = <b>0.26</b>	A <sub>4</sub> =	A <sub>5</sub> =
R x AA =	<b>0.107</b>	<b>4.368</b>	<b>2.054</b>		

Required Wetland Mitigation Credits =  $\sum (R \times A) =$

<b>6.5</b>
------------

\* “Lost Type” and “Existing Condition” determined from wetland descriptions in McCormick Taylor Jurisdictional Determination Request dated 5/30/17, included as Appendix C.

**Shot Pouch Greenway  
December 2018  
Revised May 2019**

**WETLAND MITIGATION SUMMARY WORKSHEET**

**Mitigation Summary Worksheet For Permit Application # \_\_\_\_\_**

<b>I. Required Mitigation</b>	<b>Credits</b>	<b>Acres</b>
A. Required Mitigation Credits	<b>6.5</b>	
B. The permittee may be eligible for a 25% reduction in Required Mitigation Credits (A x 0.25).		
C. Total Required Mitigation Credits = A - B	<b>6.5</b>	

<b>II. Third Party Mitigation Credit Summary</b>	<b>Credits</b>	<b>Acres</b>
D. Restoration and/or Enhancement	<b>3.3</b>	<b>To Be Determined by Bank</b>
E. Preservation	<b>3.2</b>	<b>To Be Determined by Bank</b>
F. Total Third Party Mitigation = D+E	<b>6.5</b>	<b>To Be Determined by Bank</b>

<b>III. Permittee-Responsible Mitigation Credit Summary</b>	<b>Credits</b>	<b>Acres</b>
G. Restoration and/or Enhancement		
H. Preservation		
I. Total Permittee-Responsible Mitigation = G + H		

<b>IV. Proposed Mitigation Summary</b>	<b>Credits</b>	<b>Acres</b>
J. Total Restoration and/or Enhancement = D + G	<b>3.3</b>	<b>To Be Determined by Bank</b>
K. Total Preservation = E + H	<b>3.2</b>	<b>To Be Determined by Bank</b>
L. Total Proposed Mitigation = F + I	<b>6.5</b>	<b>To Be Determined by Bank</b>

<b>V. Local Compensatory Mitigation Goals</b>	<b>Yes</b>	<b>No</b>
PMC ≥ RMC Are the Credits in Row L greater than or equal to Row C?	<b>X</b>	
PMC ≥ ½ RMC Are the Credits in Row J greater than or equal to 50% of Row C?	<b>X</b>	



**Shot Pouch Greenway  
December 2018  
Revised May 2019**

**WETLAND MITIGATION SUMMARY WORKSHEET**

**Mitigation Summary Worksheet For Permit Application # \_\_\_\_\_**

<b>I. Required Mitigation</b>	<b>Credits</b>	<b>Acres</b>
A. Required Mitigation Credits	<b>6.5</b>	
B. The permittee may be eligible for a 25% reduction in Required Mitigation Credits (A x 0.25).		
C. Total Required Mitigation Credits = A - B	<b>6.5</b>	

<b>II. Third Party Mitigation Credit Summary</b>	<b>Credits</b>	<b>Acres</b>
D. Restoration and/or Enhancement	<b>3.3</b>	<b>To Be Determined by Bank</b>
E. Preservation	<b>3.2</b>	<b>To Be Determined by Bank</b>
F. Total Third Party Mitigation = D+E	<b>6.5</b>	<b>To Be Determined by Bank</b>

<b>III. Permittee-Responsible Mitigation Credit Summary</b>	<b>Credits</b>	<b>Acres</b>
G. Restoration and/or Enhancement		
H. Preservation		
I. Total Permittee-Responsible Mitigation = G + H		

<b>IV. Proposed Mitigation Summary</b>	<b>Credits</b>	<b>Acres</b>
J. Total Restoration and/or Enhancement = D + G	<b>3.3</b>	<b>To Be Determined by Bank</b>
K. Total Preservation = E + H	<b>3.2</b>	<b>To Be Determined by Bank</b>
L. Total Proposed Mitigation = F + I	<b>6.5</b>	<b>To Be Determined by Bank</b>

<b>V. Local Compensatory Mitigation Goals</b>	<b>Yes</b>	<b>No</b>
PMC ≥ RMC Are the Credits in Row L greater than or equal to Row C?	<b>X</b>	
PMC ≥ ½ RMC Are the Credits in Row J greater than or equal to 50% of Row C?	<b>X</b>	

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 City of Sumter, South Carolina (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 inside, and under certain circumstances, outside that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Pursuant to applicable Corps policies, to the extent that Bank credits are sold as compensation for unavoidable adverse impacts to jurisdictional waters located outside the Service Area and outside the 8-digit Hydrological Unit Code watershed in which the Bank is located (the "Bank's Watershed"), Seller is required by the Corps to commit incremental acres of wetlands per wetland mitigation credit, and incremental linear feet of stream per stream mitigation credit, in excess of that required if such wetland mitigation credits and stream mitigation credits, as applicable, were sold inside the Service Area and inside the Bank's Watershed;

D. Purchaser may purchase wetland and stream mitigation credits from the Bank as compensation for unavoidable adverse impacts to jurisdictional waters of the United States for Purchaser's projects located outside the Service Area and outside the Bank's Watershed upon Purchaser receiving Corps approval;

E. Purchaser desires to procure compensatory mitigation in connection with the project known as "Shot Pouch Greenway" pursuant to USACE Charleston District permit SAC-

2017-00887 (the "Permitted Project"), which is located outside the Service Area and outside the Bank's Watershed;

F. 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) ZERO and 00/100 (0.00) stream mitigation credits (the "Stream Credits") and (b) THREE and 30/100 (3.30) freshwater wetland enhancement/restoration mitigation credit and THREE and 20/100 (3.20) freshwater wetland preservation mitigation credits (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 4 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. Fee for Out of Primary Service Area Credit Sales.** Purchaser agrees to pay a fee (the "Out-of-Basin Fee") to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank's ledger to compensate for use of the Bank's credits to compensate for the Permitted Project's unavoidable adverse impacts occurring outside the Service Area and outside the Bank's Watershed. The Out-of-Basin-Fee shall be calculated as the sum of (a) 0.7647 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.0000 Stream Credit, which represents the functional linear feet of stream deducted from the

Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below.

**4. Purchase Price.** The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (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 ONE HUNDRED THIRTY THOUSAND and 00/100 (\$130,000.00); and, (c) Out-of-Basin Fee of FIFTEEN THOUSAND TWO HUNDRED NINETY-FOUR AND 12/100 (\$15,294.12), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED NINETY-FOUR and 12/100 (\$145,294.12) (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.

**5. 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.

**6. 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.

**7. 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  
3414 Peachtree Road NE, STE 990  
Atlanta, Georgia 30326

**With a copy to:**

The Lyme Timber Company LP  
General Counsel  
23 South Main Street, 3<sup>rd</sup> Floor  
Hanover, NH 03755

**Purchaser:** City of Sumter  
Attention: Jason Stoddard  
12 West Liberty Street  
Sumter, SC 29150

**With a copy to:**

City of Sumter  
Attention: Planning Director, Mr. McGregor  
P.O. Box 1449  
Sumter, SC 29151

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. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(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.

(m) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: \_\_\_\_\_

Printed:

Its:

PURCHASER: CITY OF SUMTER

By:  \_\_\_\_\_

Printed:

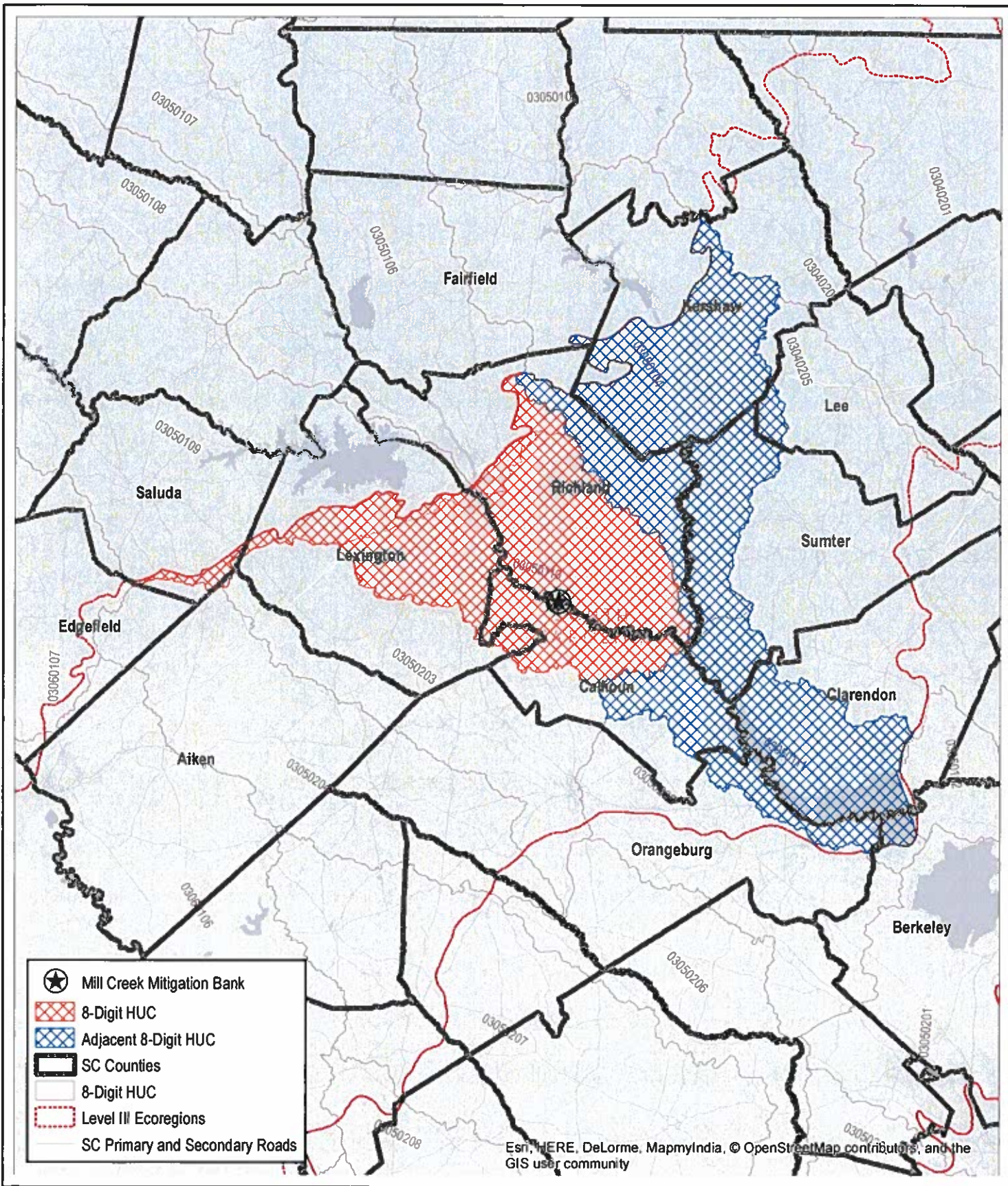
Its:

DERON L. MCCORMICK  
CITY MANAGER



**EXHIBIT A**

[Attach map of Service Area]




**TIDEWATER**  
 A **JMT** Division  
 952 Houston Northcut Blvd., Suite 100  
 Mount Pleasant, SC 29464  
 Ph: (843) 556-2624 Fax: (843) 556-4329  
 www.JMT.com

**Figure 16: Service Area Map**  
 Mill Creek Mitigation Bank  
 Richland County, South Carolina  
 Source: ESRI, USGS, EPA  
 Date: July 2016

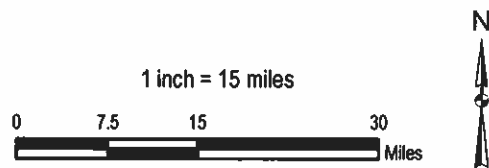


EXHIBIT B

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:

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**To:** Chair Paul Livingston and Members of the Council  
**Prepared by:** Deputy Chief Chris Cowan and Traci Dove, Grants Coordinator  
**Department:** Sheriff's Department  
**Date Prepared:** March 03, 2020 **Meeting Date:** March 17, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 03, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 12, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 10, 2020
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Subject:</b>	Forensic Laboratory Information Management System (LIMS) Grant		

**Recommended Action:**

The Sheriff's Department recommends approval of the purchase of the Laboratory Information Management System (LIMS) from Justice Trax at no cost to the County.

**Motion Requested:**

1. Move to approve the Sheriff Department's recommendation; or,
2. Move to deny.

Request for Council Reconsideration: Yes

**Fiscal Impact:**

None. This purchase is 100% grant funded through grant 4836400, which was accepted and approved by Council in FY20 budget readings.

**Motion of Origin:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

### Discussion:




The Sheriff's Department is requesting approval to purchase, from non-matching grant funds, a Laboratory Information Management System (LIMS) from Justice Trax for \$250,000. The LIMS will allow for a comprehensive case management system that will integrate evidence tracking, provide analytical results and lab management information. A LIMS is considered a basic 'must have' to any modern forensic laboratory. A comprehensive LIMS system will efficiently manage increasing casework and accreditation demands and improve the quality and timeliness of forensic science services.

JusticeTrax was built specifically for the law enforcement community with a hands-on customer care approach that is lauded by the over 100 forensic laboratory systems and property and evidence units around the world using their software. Additionally, the US Government Services Administration has fully vetted and accepted JusticeTrax supporting the fact that JusticeTrax provides the best value with the lowest overall cost. This purchase will be made using the GSA contract for JusticeTrax.

This purchase will be made from grant funds awarded by the National Institute of Justice grant program named the Paul Coverdell Forensic Science Improvement Program. RCSD Grants Coordinator Traci Dove has been working closely with Richland County Procurement Manager Jennifer Wladischkin during this process and this purchase will meet all Procurement guidelines.

### Attachments:

1. Copy of the grant award document

 <p>U.S. Department of Justice Office of Justice Programs <b>National Institute of Justice</b></p>		<b>Grant</b>		PAGE 1 OF 17																
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>Richland County 2020 Hampton Street Columbia, SC 29204</p>		<p>4. AWARD NUMBER: 2019-CD-BX-0064</p>																		
		<p>5. PROJECT PERIOD: FROM 01/01/2020 TO 12/31/2020 BUDGET PERIOD: FROM 01/01/2020 TO 12/31/2020</p>																		
<p>2a. GRANTEE IRS/VENDOR NO. 576000399</p>		<p>6. AWARD DATE 09/12/2019</p>	<p>7. ACTION Initial</p>																	
<p>2b. GRANTEE DUNS NO. 884742610</p>		<p>8. SUPPLEMENT NUMBER 00</p>																		
		<p>9. PREVIOUS AWARD AMOUNT \$ 0</p>																		
<p>3. PROJECT TITLE Richland County Sheriff's Department Forensic Laboratory Information Management System</p>		<p>10. AMOUNT OF THIS AWARD \$ 250,000</p>																		
		<p>11. TOTAL AWARD \$ 250,000</p>																		
<p>12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																				
<p>13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(NIJ - Coverdell Forensic Science Improvement) 34 USC 10561-10566; 28 USC 530C</p>																				
<p>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.742 - Paul Coverdell Forensic Sciences Improvement Grant Program</p>																				
<p>15. METHOD OF PAYMENT GPRS</p>																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General</p>		<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Leonardo Brown County Administrator</p>																		
<p>17. SIGNATURE OF APPROVING OFFICIAL </p>		<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL </p>	<p>19A. DATE 9/19/19</p>																	
AGENCY USE ONLY																				
<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>CD</td> <td>60</td> <td>00</td> <td>00</td> <td></td> <td>250000</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	CD	60	00	00		250000	<p>21. UCDSGT0212</p>		
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT													
X	B	CD	60	00	00		250000													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

*LAB*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION JASON MICHAEL JENSEN  
AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY,  
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT** Jason Michael Jensen is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal control regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Jason Michael Jensen shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Jason Michael Jensen is no longer employed by Richland County to enforce the County’s animal control regulations.

**ADOPTED THIS THE 17th DAY OF MARCH, 2020.**

\_\_\_\_\_  
Paul Livingston, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Michelle Onley  
Clerk of Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION JAMEELA DARCELL BRYANT AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT** Jameela Darcell Bryant is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this County, including the enforcement of the County’s animal control regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Jameela Darcell Bryant shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer. This appointment shall remain in effect only until such time as Jameela Darcell Bryant is no longer employed by Richland County to enforce the County’s animal control regulations.

**ADOPTED THIS THE 17th DAY OF MARCH, 2020.**

\_\_\_\_\_  
Paul Livingston, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Michelle Onley  
Clerk of Council