

# **RICHLAND COUNTY**

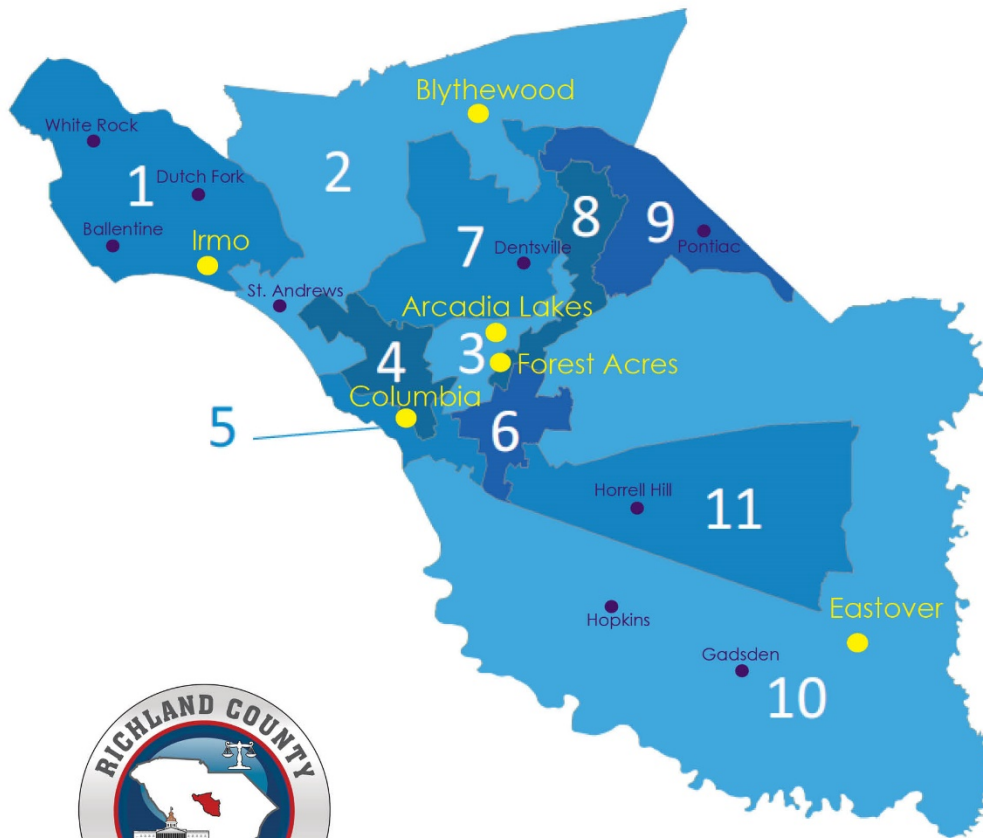
## **COUNTY COUNCIL AGENDA**



**Tuesday, SEPTEMBER 18, 2018**

**6:00 PM**

# RICHLAND COUNTY COUNCIL 2017-2018



**VICE CHAIR**  
Bill Malinowski  
District 1



**CHAIR**  
Joyce Dickerson  
District 2



Yvonne McBride  
District 3



Paul Livingston  
District 4



Seth Rose  
District 5



Greg Pearce  
District 6



Gwendolyn Kennedy  
District 7



Jim Manning  
District 8



Calvin "Chip" Jackson  
District 9



Dalhi Myers  
District 10



Norman Jackson  
District 11



Richland County Council

Regular Session  
September 18, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Joyce Dickerson,  
Chair Richland County Council

a. Roll Call

2. **INVOCATION**

The Honorable Dalhi Myers

3. **PLEDGE OF ALLEGIANCE**

The Honorable Dalhi Myers

4. **APPROVAL OF MINUTES**

The Honorable Joyce Dickerson

a. Special Called Meeting: September 11, 2018 [PAGES 9-28]

5. **ADOPTION OF AGENDA**

The Honorable Joyce Dickerson

6. **PRESENTATIONS**

a. Pam Dukes, Executive Director - Senior Resources

7. **REPORT OF THE COUNTY ATTORNEY**

Larry Smith,  
County Attorney

8. **REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR**

a. Property Negotiations Update - Township Auditorium  
[PAGE 29]

9. **CITIZENS' INPUT**

The Honorable Joyce Dickerson

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

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

Kimberly Williams-Roberts,  
Clerk to Council

- a. Tea & Talks with Planners, September 24, 2:00 - 4:00 PM, 4th Floor Conference Room
- b. Institute of Government Classes & County Council Coalition, October 24 - 25, Embassy Suites Hotel, Columbia

**11. REPORT OF THE CHAIR**

The Honorable Joyce Dickerson

- a. Deadline for Council/Committee Items and Motions

**12. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Joyce Dickerson

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-1, Purpose; and Section 21-2, Jurisdiction; so as to add language regarding annexation
- 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 an infrastructure credit agreement to provide for infrastructure credits to DPX Technologies, LLC and DPX Holdings, LLC; and other related matters

**13. APPROVAL OF CONSENT ITEMS**

The Honorable Joyce Dickerson

- a. 18-025MA  
Evan Wilson  
RS-LD to RS-MD (7.18 Acres)  
Joiner Road and Deloach Drive  
TMS # R16415-04-24, 25, 26, 33, 34, 35, 36, 37, 38, 39  
& R16415-05-01, 02 [THIRD READING] [PAGES 30-31]

**14. THIRD READING ITEMS**

The Honorable Joyce Dickerson

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to

repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) [PAGES 32-41]

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-1, Purpose; and Section 21-2, Jurisdiction; so as to add language regarding annexation [PAGES 42-44]
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to DPX Technologies, LLC and DPX Holdings, LLC; and other related matters [PAGES 45-64]

**15. SECOND READING ITEMS**

The Honorable Joyce Dickerson

- 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 Arclin Surfaces - Blythewood Co.; and other related matters [PAGES 65-83]

**16. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. A Resolution Authorizing the acquisition of certain real property in the Northpoint Industrial Park and other matters related thereto [PAGES 84-88]
- b. A Resolution rescinding a previous vote of County Council to enter into a lease agreement; authorizing the payment of certain funds to Jushi USA Corp.; and other related matters [PAGES 89-91]
- c. A Resolution Authorizing the acceptance and administration by the County of certain grant funds from the South Carolina Department of Commerce [PAGES 92-100]
- d. A Resolution approving the 2018 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina [PAGES 101-120]

**17. REPORT OF THE DIRT ROAD AD HOC COMMITTEE [PAGES 121-127]**

The Honorable Norman Jackson

- a. Approval to have the OETs Re-Design 42 Dirt Roads [PAGES ]
- b. Right-of-Way: Fee Simple or Easement
- c. Process for Deferral of Roads/Prioritization [PAGE ]
- d. Approval of Utility Agreements:
  - 1. Sara Matthews Road - SCEG
  - 2. Bluff Oaks Road - SCEG
  - 3. Labrew Drive - Fairfield Electric
  - 4. Net Dean Road - Fairfield Electric
  - 5. S. Hask Jacobs - SCEG

**18. REPORT OF THE BLUE RIBBON AD HOC COMMITTEE [PAGES 128-131]**

The Honorable Greg Pearce

- a. HMGP - 4241 (2015 Flood) Property Buyout Program [ACTION]
  - 1. #26 (Spring Valley Little Jackson Creek Stream Mitigation) Project Recommendation
  - 2. Non-Residential Properties
    - a. Acquisition
    - b. Appraisal Review and Appeal Process
- b. HMGP 4286-DR (Hurricane Matthew) Property Buyout Program [ACTION]
  - 1. Residential Property Buy-Out Administration Task Order
- c. CDBG-DR [ACTION]
  - 1. Small Rental Rehab (SRR) Program
  - 2. Action Plan Task Order

**19. REPORT OF THE INTERIM ADMINISTRATOR AD HOC COMMITTEE**

The Honorable Norman Jackson

- a. Committee Recommendation: Interim Administrator Position [ACTION]

**20. PROPERTY DISTRIBUTION MANAGMENT AD HOC COMMITTEE**

The Honorable Dalhi Myers

- a. Committee Update: September 18, 2018 Meeting

**21. OTHER ITEMS**

The Honorable Joyce Dickerson

- a. FY19 - District 10 Hospitality Tax Allocations [PAGES 132-133]

**22. CITIZENS' INPUT**

The Honorable Joyce Dickerson

- a. Must Pertain to Richland County Matters Not on the Agenda

**23. EXECUTIVE SESSION**

Larry Smith,  
County Attorney

**24. MOTION PERIOD**

- a. To research the use of HA5 asphalt sealant to increase the life of all roads new and existing
- b. Resolution Honoring Joe Pinner a/k/a "Mr. Knozit" on his retirement from WIS-TV.

The Honorable Norman Jackson

The Honorable Joyce Dickerson

**25. ADJOURNMENT**



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





## Richland County Council

SPECIAL CALLED MEETING  
September 11, 2018 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

**COUNCIL MEMBERS PRESENT:** Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Greg Pearce, Seth Rose, Calvin “Chip” Jackson, Norman Jackson, Gwen Kennedy, Paul Livingston, Jim Manning, Yvonne McBride, Dalhi Myers

**OTHERS PRESENT:** Michelle Onley, Sandra Yudice, Larry Smith, Trenia Bowers, Beverly Harris, Brandon Madden, Jennifer Wladischkin, Stacey Hamm, Quinton Epps, Tracy Hegler, Jeff Ruble, Michael Niermeier, Eden Logan, John Thompson, Nathaniel Miller, Steven Gaither, Tyler Kirk, James Hayes, Brad Farrar, and Dwight Hanna

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Calvin “Chip” Jackson.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Calvin “Chip” Jackson.
4. **APPROVAL OF MINUTES**
  - a. **Budget 3<sup>rd</sup> Reading: June 21, 2018** – Ms. Myers moved, seconded by Mr. C. Jackson, to approve the minutes as distributed.  
  
Mr. Pearce stated the motion on p. 15 of the minutes needs to be clarified the funding for the Columbia Museum of Art is for 2 years at \$125,000 per year.  
  
In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride  
  
The vote in favor was unanimous.
  - b. **Zoning Public Hearing: July 24, 2018** – Mr. Pearce moved, seconded by Mr. Manning, to approve the minutes as distributed.  
  
In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride  
  
The vote in favor was unanimous.
  - c. **Special Called Meeting: July 24, 2018** – Ms. Myers moved, seconded by Mr. Pearce, to approve the minutes as distributed.  
  
In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- d. **Special Called Meeting: July 31, 2018** – Ms. McBride moved, seconded by Mr. Livingston, to approve the minutes as distributed.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- 5. **ADOPTION OF AGENDA** – Mr. Livingston moved, seconded Ms. Myers, to adopt the agenda as published.

Mr. Malinowski stated there are approximately 6 items on the agenda that indicate they require action, but there is not any backup information for any of those items. He inquired if they will be provided the information.

Dr. Yudice stated the information will be provided in Executive Session.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- 6. **PRESENTATION OF RESOLUTION**

- a. **A Resolution Honoring the life of James E. “Jim” Jaco** – Mr. Rose and Ms. Myers presented a resolution to Mr. Jaco’s family and friends.

- 7. **REPORT OF THE COUNTY ATTORNEY** – Mr. Smith stated the following items are eligible for Executive Session.

- a. **Huger St. Property Design/Development Review Commission and Minor Subdivision Plat Applications**
- b. **Correct Care, LLC – Letter of Agreement**
- c. **Potential Property Purchase: Northwest Recycling Center**
- d. **Property Acquisition Letter of Intent – 911 Communications Center**
- e. **Property Acquisition—Township Auditorium**
- f. **Employee Grievance**
- g. **Personnel Matter**

- 8. **CITIZENS’ INPUT: For Items on the Agenda Not Requiring a Public Hearing** – No one signed up to speak.

**POINT OF PERSONAL PRIVILEGE** – Ms. Myers recognized that Representative Wendy Brawley was in the audience.

**POINT OF PERSONAL PRIVILEGE** – Mr. Dickerson recognized that Richland School District I Superintendent Dr. Witherspoon was in the audience.

**POINT OF PERSONAL PRIVILEGE** – Mr. Rose recognized that District 5 Councilwoman-Elect Allison Terracio was in the audience.

Special Called Meeting  
September 11, 2018

9. **REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR**

- a. **GFOA Award: Budget & Grants Office and Finance Department** – Dr. Yudice recognized the Budget Grants Office and the Finance Department on receiving the Excellence in Financial Reporting and the Distinguished Budget Presentation Award from the Government Finance Officers Association.
- b. **Property Acquisition Letter of Intent – 911 Communications Center** – This item was taken up in Executive Session.
- c. **Property Acquisition – Township Auditorium** – This item was taken up in Executive Session.
- d. **Employee Grievance** – This item was taken up in Executive Session.
- e. **Request from Library for Property Sale Proceeds** – Dr. Yudice stated this item was before Council on June 20, 2017 and during the FY19 Budget Amendment process. The library has requested Council approve providing the proceeds from the sale of the Summit Parkway property to the Richland Library. The proceeds total \$909,105.50. Staff will proceed, as directed by Council on this matter

Mr. Livingston moved, seconded by Mr. Manning, to support the Library Board’s recommendation.

Mr. Malinowski stated he thought when Council approved the budget a large amount was allocated for this particular capital project.

Mr. Hayes stated the budgeted funds were for operations. This is a separate item.

Ms. Dickerson stated this is from the sale of the property in Sandhills.

Mr. Malinowski inquired if construction has begun on this site.

Dr. Yudice stated they plan to allocate \$700,000 to fund the furniture and technology needs at the Edgewood Branch.

Mr. Malinowski inquired if Council will be provided an itemized list showing how the funds will be expended.

Mr. Steve Sullivan, Richland Library’s Chief Operating Officer, stated they do have a detailed budget for the Edgewood Library project, and he would be happy to provide it Council.

Mr. Malinowski inquired if the funds for Personnel and other expenses are available.

Mr. Sullivan stated the funds for Personnel are coming out of the operating budget. They have been working on the staffing for this location for approximately 3 years. The branch is slated to be opened late this year.

Ms. McBride stated we have waited for this library for a long time, and this issue has come before us a number of times. She stated it is a good project.

Ms. Dickerson stated there was a lot of discussion about the funds and the sources of the funds, and whether it was a part of a bond referendum. She stated it is her understanding the property was purchased with bond referendum funds.

Mr. Sullivan stated this project was not a part of the bond referendum. Before the referendum took place, we publicized the project that would be involved, and this was not a project that was to be involved. We had to find funding outside of the referendum for this project. They were able to bring in \$125,000 that was categorized as "Outreach Libraries" in the bond project, but they did not feel it was fair to the citizens to take any more money that were slated to go toward existing libraries or libraries that had already been planned.

Mr. Manning stated he believes the question was in reference to the Sandhills Branch that used to be in Richland County District 8, that the voters passed the money in the bond, all those years ago, to build that building.

Mr. Sullivan stated, if that is the case, that is correct. We passed that \$27 million bond referendum in 1991, and the Sandhills Library at 1 Summit Parkway was a part of that. At that time, the developer gave us a lot and we used the bond proceeds to build the library.

Mr. Manning stated the question before us tonight is whether the taxpayers' money that voted directly for the money to go to the public library, now that it has moved, where the proceeds from that move forward out of District 8 into the Edgewood Branch decades later.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Rose moved, seconded by Mr. Livingston, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

Mr. Smith inquired if the motion was for the \$700,000.

Mr. Livingston stated, for clarification, it was for the proceeds in the amount of \$909,150.50.

- f. **Disbursement of FY19 Hospitality Tax Funding to the Pinewood Lake Park Foundation** – Dr. Yudice stated the Foundation for FY19 was approved for amount totaling \$376,129.88. The Foundation requested \$67,500; \$40,196.20 are ineligible expenses under the grant guidelines for the upfront payment. Prior to releasing the FY19 funds, the guidelines require grantees to submit an end of the year report. In this case, for FY18 the amount was \$14,870.12. According to the Foundation's submitted documentation, \$627.92 are appropriately documented with proof of payments. Staff has presented 2 options for Council's consideration. The first one is, to consider the request and approve waiving the grant policy, and disburse \$40,196.20 for FY19 funds. The 2<sup>nd</sup> option is to consider the request, and do not approve waiving the grant policy. Under this option, staff will wait until the Foundation submits a completed FY18 final report, with proper documentation, prior to disbursing the FY19 funds.

Mr. Hayes stated the Foundation has an outstanding payment request for \$40,196. They have processed the check, but they cannot release the funds until the grantee has complied with the guidelines of completing a FY18 final report, which will show documentation of the \$14,870 they received. Of the \$14,870, less than \$700 has been shown to be properly documented.

Mr. Rose moved, seconded by Mr. Malinowski, to not waive the policy.

Mr. Livingston inquired what is required for them to meet the guidelines.

Mr. Hayes stated, per Council's guidelines, to show what they spent the \$14,870.25 on. He stated Grants staff is willing to sit down with them and assist them with that.

Mr. N. Jackson stated they were sent a letter telling them how to move forward, and they did that. Another letter was sent by Grants staff to rescind or stop it.

Mr. Hayes stated what they attempted to do was to sit down and work with the Foundation, as we do with all of our grantees. We had a meeting with them on Friday, July 25<sup>th</sup> explaining to them everything they would need to come into compliance. There major issue last year had to do with procurement. In the meeting, because we did not explicitly state that the final report had to be done, he in good faith offered an opportunity for them to have an extension. The guidelines state the final report is to be submitted by July 31<sup>st</sup>.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, Livingston, Rose and McBride

Abstain: Kennedy, Manning and N. Jackson

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

- g. Pinewood Lake Park Foundation Inventory Disposition** – Dr. Yudice stated Council authorized the Conservation Commission to take over the management of the Pinewood Lake Park, effective July 1, 2017. Recently the Pinewood Lake Foundation inventoried the items and requested reimbursement for certain items. Based on staff's research of the available records, only the security cameras, and companion hardware, were reimbursed with Hospitality funds. Staff will not able to determine if the County had paid for any other items in the inventory list. Staff recommends returning items that will not cause any damage or dismantling of County-owned property to the Foundation and not reimburse the Foundation.

Mr. Livingston inquired what the items were.

Ms. Hegler inquired if Mr. Livingston was referring to the items that were to be returned or reimbursed.

Mr. Livingston stated he is mainly interested in the items for reimbursement.

Ms. Hegler stated there is a lengthy list of items that are being requested to be returned. Staff is recommending returning those items. In addition, they have asked to be reimbursed for the security cameras, with wiring, sink and grill at one of the shelters, and barricades located throughout the property.

Mr. Livingston inquired if these are items that someone else paid for, and not the County.

Ms. Hegler stated in their research of funding over the last few years they could not substantiate that the County paid for the items.

Mr. Livingston stated, for clarification, the County is suggesting the Foundation not be reimbursed for the items.

Ms. Hegler stated, of the 3 items they requested reimbursement for, they have been reimbursed for the security cameras. The other items we could not substantiate paying for.

Mr. C. Jackson stated the thing that is most troubling for him is that a well-intentioned, well-needed, well-deserved historic facility has been dragging on now since he has been on Council. One of the few landmarks that seems to be having the kind of difficulty that Pinewood Lake Park has been having, unlike Historic Columbia and some of the other places. He is very concerned that we are not giving it the proper attention it needs to make sure it can be successful. At the end of the day, when the gates are locked and the building is boarded up, the citizens of that community are the ones that end up suffering. We made an attempt to have the Foundation work, in concert with the Conservation Commission, and that yielded very little results and was unsuccessful. Now we are here talking about taking grills and other artifacts out of a building because we cannot verify whether the County has paid for them. He wanted to go on record saying he is concerned that the way we have handled this over his time on Council is unlike any other facility or historic site that he has been involved in. He hopes once we resolve this we find a way to ensure through proper management we will be able to have a park that is representative of Richland County, as many of our other parks are around the County, and we do not continue to bicker over the management of the park to the detriment of the community.

Mr. N. Jackson stated this park was properly managed and ran with the Foundation for the past 3 ½ years. There was never a complaint about operations or management of the park. Everyone went and enjoyed the park. When it was turned over to the Conservation Commission there was some friction or misunderstanding. That is when everything went south. The Foundation has helped and worked with the community. They have introduced programs. They requested a meeting with the Conservation Commission, for citizens' input, before making any agreement or contract, and the meeting was denied. Any other community, before any decisions are made, there is usually public input. We just saw a big mess with North Main where they put in painted lanes, and afterwards they had a meeting with the community, they had to remove the lanes because they did not have public input. As far as the items, it is his understanding the outside cameras were purchased by the County, but the cameras in the house, which have been used for security, the Conservation Commission wants to give them back the cameras. The Foundation paid for the cameras. Had them wired and installed, for the security of Richland County property. He does not think it is fair after 3 ½ you should just give them the cameras. What are they are going to do with it? They do not want or need these cameras. He was the one with the vision for the park. It is the only facility, outside of the incorporated area, that Richland County has used Penny Tax funding to build. We asked the people to create a Foundation, and they did. They have done a good job. There has to be a breakdown or disconnect in communication why we are having this problem right now. To resolve this, he would think Council, without him being involved, would create a committee to work with the Conservation Commission and the Foundation or at least have input from the citizens of the area. We should not treat any area or organization different.

Mr. Malinowski inquired about what happened to all of the original items that were on the property. Are they still there or were they were with these others items, and now if theses go there is nothing left in there.

Ms. Hegler stated she could not answer that. She is not aware of what was in there 4 years ago. Her guess is there was not very much within the facility. The items that are being asked to be removed

are things you would use in the day-to-day functioning of the facility. Her guess is those have been acquired over the course of the last few years.

Mr. Malinowski inquired if there was any request or authorization given for these security cameras.

Ms. Hegler stated that would pre-date their involvement.

Mr. Malinowski inquired if the Foundation could substantiate they paid for the items.

Ms. Hegler stated she does not have invoices for it, but they could be requested.

Mr. Malinowski inquired about what exactly Council is voting on because in the briefing document there are things about reimbursement for management and operating the park since 2015, repairing spillways, cutting trees, etc.

Ms. Hegler stated, it involves property and reimbursement, the request is can we give back the items, that during the inventory, the Foundation has tagged as theirs. For the items they are seeking reimbursement, would you like to reimburse them for that. If so, she can get some invoices and proof of payment and provide the funding amount.

Ms. Kennedy stated it seems like we are being petty and looking for reasons to not give these items back to the Foundation.

Ms. Hegler stated staff's recommendation is to give it back, but because it was the removal of property off of a County-owned facility, it is simply being brought to Council for them to endorse the recommendation.

Mr. Livingston stated, it was his understanding, their preference was rather than give the items back to be reimbursed for those items.

Ms. Hegler stated there is a list of items that were tagged by the Foundation as being theirs. Staff is recommending the Foundation be allowed to remove those items. Beyond that, there are 3 items they wanted not to remove, but to be reimbursed.

Mr. Livingston inquired as to why we are not reimbursing them for those items.

Ms. Hegler stated Council has the discretion to do so, but staff did not have the authority to do that. She stated she does not know what was paid for the items, but staff could request invoices for those items.

Mr. Livingston stated if the reimbursable items are items for the facility, and they cannot be used, they are of no value to them. They are valuable to the facility, so we would be better off reimbursing them because we are going to need them anyway. He inquired if there was a Pinewood Lake Committee.

Ms. Dickerson stated the reason these items were brought before us is because we do not have the proper staff to make those decisions. She stated she was not going to take the responsibility of making the decision, so she had staff to put it on the agenda so Council could make the decision.

Mr. Livingston moved, seconded by Mr. C. Jackson, to have the Pinewood Lake Ad Hoc Committee meet with staff and discuss the matter, and bring back a recommendation to Council as soon as possible.

Ms. McBride inquired as to what will happen to the park hereon.

Mr. Livingston stated he would hope the committee, after resolving this issue, would start working on some recommendations for the park.

Ms. McBride inquired if the County will maintain the park.

Mr. Livingston the Conservation Commission will maintain the park.

Ms. Myers made a substitute motion to accept staff's recommendation, move forward with reimbursement of the 3 items needed for the operation of the park, and return the items enumerated in the request, and have the committee going forward manage whatever needs to be managed, without Mr. N. Jackson being a part of it. The motion died for lack of a second.

Ms. Myers stated Mr. Livingston's motion would have the committee take these same items and re-litigate them. Staff has already looked at them, and made a list of things that need to be returned or reimbursed. She does not know what the point of having a committee look at it again.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, Livingston, Rose and McBride

Abstain: N. Jackson

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

10. <sup>4</sup>  
**REPORT OF THE CLERK OF COUNCIL**

- a. **Doris Greene, US Census Bureau** – This item was deferred until a future meeting.
- b. **2019 County Council Retreat** – Mr. Malinowski moved to hold the 2019 Council Retreat in Council Chambers. The motion died for lack of a second.

Mr. Malinowski moved to hold the 2019 Council Retreat at the Parklane Adult Activity Center. The motion died for lack of a second.

Mr. Manning stated when this item was deferred, and the minutes reflect there were some questions about the dates, and the amount of days. He did not note any changes in the backup documentation.

Ms. Dickerson stated she did not change anything to allow Council to discuss the matter.

Ms. Dickerson moved, seconded by Mr. Livingston, to hold the 2019 Council Retreat at the Embassy Suites in Myrtle Beach

Mr. Manning stated the minutes reflect, there was a discussion about the Retreat being 3 days instead of 2 days. He inquired if there some clarification about that, or is that to be discussed tonight as well.



Ms. Dickerson stated it was suggested we hold the Retreat for 3 days because we will have several new Councilmembers and we need additional time to get them acclimated.

In Favor: Dickerson, Livingston

Opposed: Malinowski, C. Jackson, Myers, Manning, Rose and McBride

Abstain: Pearce and N. Jackson

The motion failed.

Ms. Myers moved, seconded by Mr. C. Jackson, to hold the 2019 Council Retreat January 24 – 25 at the Embassy Suites in Myrtle Beach.

In Favor: C. Jackson, Myers, Kennedy, Dickerson, and Livingston

Opposed: Malinowski and Rose

Abstain: Pearce and N. Jackson

The vote was in favor.

- c. **Capital City Classic: “A Journey Remembered” Honoring Coach Willie and Mary Jeffries, September 17<sup>th</sup>, 6:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street** – Ms. Onley stated the Clerk’s Office received an invitation for Council to attend the Capital City Classic: “A Journey Remembered” event on September 17<sup>th</sup> at the Convention Center. In addition, she stated there has been 2 tables set aside for Councilmembers who wish to attend.
- d. **Midlands Technical College Annual Oyster Roast & Shrimp Boil, October 17<sup>th</sup>, 6:00 – 8:00 PM, MTC Northeast Campus, 151 Powell Road** – Ms. Onley stated the Clerk’s Office received an invitation for Council to attend Midlands Technical College’s Annual Oyster Roast & Shrimp Boil on October 17<sup>th</sup> at the MTC Northeast Campus.
- e. **Charter Nex Ribbon Cutting, October 11<sup>th</sup>, 1:00 PM, Carolina Pines Industrial Park, 10771 Farrow Rd., Blythewood** – Ms. Onley stated the Economic Development Department request Council’s presence at the Charter Nex Ribbon Cutting on October 11<sup>th</sup> at the Carolina Pines Industrial Park.
- f. **Tea & Talks with Planners, September 24<sup>th</sup>, 2:00 – 4:00 PM, 4<sup>th</sup> Floor Conference Room** – Ms. Onley stated the Clerk’s Office received an invitation for Council to participate in Tea & Talks with Planners on October 11<sup>th</sup> in the 4<sup>th</sup> Floor Conference Room.

#### 11. **REPORT OF THE CHAIR**

- a. **Introduction of Richland County Recreation Commission Executive Director** – Ms. Dickerson introduced the new Recreation Commission Executive Director, Lakita Watson, to Council.

Ms. Watson thanked County Council for their continued support of the Recreation Commission.

- b. **Personnel Matter** – This item was taken up in Executive Session.

Ms. Dickerson stated she met with staff last week, and with the resignation of Dr. Ellis and Ms. Renwick's departure from the PIO Office, we are in crisis mode. We cannot continue to do business in the County the way we are. The staff is not at liberty, at this point, to make a lot of decisions. A lot of things are being held up because we are not able to make these decisions. They have to come to Council for us to make a decision. That puts tremendous time on staff and it causes a lot of delay in what we are attempting to do. She finds herself in a crisis mode because she is not the Administrator, but she is having to work with staff on a constant basis to try to make sure we keep the County in the best way we can. After receiving a call last week from 2 staff members, and they were just desperately asking for help because they are overwhelmed with the duties they have taken on, and not being able to make a decision. When they make decisions they are criticized. She stated we had a roundtable, and during the discussion we talked about the Interim Administrator. We also had an option to look at an Acting Administrator. At the next meeting, we were supposed to bring some names that we thought might be able to act as an Administrator until we could hire an Interim Administrator. We did not bring any suggestions, so we did not have an Acting Administrator. Because we do not have an Acting Administrator, the times in Richland County are really, really bad. We are working from various avenues that we do not have substantial help. Problems have to be resolved and we do not have anyone to help resolve those issues. Staff is under a tremendous amount of pressure right now. She tried to speak with a few Councilmembers last week as to how we can find some resolution to this problem. She spoke with a couple people to see if they would qualify. She did come across one person that might be a solution to help us get through this problem, and get us back on track, until we can either get an Interim Administrator or we hire an Administrator. She stated she will give Mr. Hanna all of the information, and he can distribute the information to the Councilmembers. If that person would be someone that Council thinks would be a suitable Acting Administrator, until we can resolve this problem, she would be happy to entertain that.

Mr. Manning moved, seconded by Mr. Malinowski, to go into Executive Session to receive the name of the person.

Mr. Malinowski inquired if we have to amend the agenda to take action on this item since it was under the Report of the Chair.

Mr. Smith stated Council needs to indicate, at this point, that they intend to take action because it is not designated as such on the agenda.

Ms. Kennedy stated she hopes we are only getting information because this is not a one Council person decision. There are going to be 11 Councilmembers that make this decision.

Ms. Dickerson stated she said, when we had our meeting, we were asked to bring names back that we could consider. At that point, no names came back for consideration. Where we are now, she is asking for your help to resolve the problem. It is up to Council to vote for it. All of us have a vote, and she is not trying to take authority over it. She is simply saying this is where we are and this is something we need.

Mr. C. Jackson moved, seconded by Mr. Malinowski, to call for the question.

Mr. N. Jackson stated, at several of the Council meetings, he did ask if any suggestions of any names, and it was ignored. He thinks what is best is to remind us to bring some names forward, instead of discussing it with a few Councilmembers, and then bring a name forward.

Ms. Dickerson stated she did share a name with anyone.

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In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson and McBride

Opposed: Manning

The vote was in favor of calling for the question.

**POINT OF ORDER** – Mr. Livingston stated this is not an action item and going into Executive Session is an action.

Mr. Smith stated the Personnel Matter, that is on the agenda, is certainly one that qualifies for Executive Session.

Mr. N. Jackson stated the Personnel Matter is for the Clerk.

Mr. Manning withdrew his motion to go into Executive Session.

Mr. Livingston stated since there is a process now, and there is going to be a report later from the committee that is dealing with this issue. There may be a couple people being interviewed.

Mr. Livingston moved, seconded by Mr. Rose, to make sure Mr. Hanna gets the name of the person Ms. Dickerson referenced, and add that name to the persons being interviewed by the committee.

In Favor: McBride, C. Jackson, Myers, Kennedy, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous to add the person's name to the applicants being interviewed by the committee.

- c. **Carolina Crossroads Comments** – Ms. Dickerson stated the reason this is before us is that she is not going to signing anything or going forward with anything without Council's permission. She stated she did not have the authorization, so she brought it to Council to decide on who should execute this particular document.

Dr. Yudice stated this is the comments, on behalf of Richland County, that will go to the SCDOT on the Carolina Crossroads project.

Ms. Myers moved, seconded by Ms. Dickerson, to deputize Dr. Yudice to sign the comments, on behalf of the County, once they have been reviewed and approved.

Mr. Malinowski stated he does not recall what the comments were. He inquired if this is the one where we want the funding.

Dr. Yudice stated this is just the comments, on behalf of the County. The funding from the Penny is a separate issue.

Ms. Hegler stated it appears in the agenda packet as a letter, not necessarily a list of comments. It is basically a letter of comments from staff who attended a few meetings to review the design. They are in an environmental study phase and asked for public comments. The comments are generically summarized. It is more about mobility of people.

Mr. N. Jackson stated, for clarification, is the comments from citizens or just staff.

Dr. Yudice stated it is staff's comments based on the attendance of the different SCDOT meetings regarding the Carolina Crossroads Project.

Mr. N. Jackson inquired if staff's comments will reflect Council's desire. He does not sure why you would need permission to do that. If Council were to endorse it or make comments also, he could understand why.

Mr. Manning inquired if there was any consultation with the Program Development Team.

Ms. Hegler stated they have been consulted.

In Favor: C. Jackson, Myers, Pearce, Dickerson, Livingston, Rose and McBride

Opposed: Malinowski, Kennedy, Manning, N. Jackson

The vote was in favor.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. **An Ordinance allowing for the temporary waiver of Richland County Administration and Richland County Council review and approval of change orders for work on structures damaged by the storm and flood during the period of October 3 through October 6, 2015** – No one signed up to speak.
- b. **An Ordinance Amending Chapter 17, Motor Vehicles In Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; so as to include Hobart Rd.** – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. **18-025MA, Evan Wilson, RS-LD to RS-MD (7.18 Acres) Joiner Road and Deloach Drive, TMS # R16415-04-24, 25, 26, 33, 34, 35, 36, 37, 38, 39 & R16415-05-01, 02 [SECOND READING]** – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

14. **THIRD READING ITEMS**

- a. **An Ordinance allowing for the temporary waiver of Richland County Administration and Richland County Council review and approval of change orders for work on structures damaged by the**

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**storm and flood during the period of October 3 through October 6, 2015** – Mr. Pearce moved, seconded by Ms. Myers, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- b. **An Ordinance Amending Chapter 17, Motor Vehicles In Traffic, Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; so as to include Hobart Rd.** – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

Mr. C. Jackson stated he has raised this issue before, and he wants to raise it again. He thinks simply putting up a sign that says, “No Through Truck Traffic Ahead” does no good. He lives in a neighborhood where that exact sign is up, and it has no impact or effect on the through traffic. Something beyond a sign needs to be done, in terms of enforcement.

Mr. Ozbek stated at Second Reading we had several discussions. We went back and responded to the questions. As far as an answer to Mr. C. Jackson’s question, they do not have an answer. He believes the enforcement would have to be the Sheriff’s Department. He stated that Mr. C. Jackson is correct, putting up the sign will not do it.

Mr. Malinowski stated he was going to make the same comment Mr. C. Jackson did. The same thing happened in his district. The sign went up, and everybody ignores it. You can get all the Sheriff’s personnel you want, but all they have to do is say they are not going through. They do not have to prove anything, and there are still no fines. He noticed in the email from Randy Wells, with the City of Columbia, to Stephen Staley, at the County, it says, “If Hobart Road is indeed closed off (which is probably safer for citizens since it crosses two train tracks without crossing guards)”. Maybe we can look into that in the future. If we agree to put the signs up now, we can keep it on the list to have it to be closed off to benefit everyone better.

Mr. Pearce moved, seconded by Mr. C. Jackson, to return this item to the D&S Committee for further discussion.

Ms. Dickerson stated this item is in her district. She has been on the phone and visiting these people for months. It is a private road and subdivision. It is the large trucks that is going through the subdivision that is the issue. She stated the residents do not feel like they are getting the right treatment because this has been coming back and forth to the County for approximately 14 years.

Mr. Livingston stated we can do something later on, but we need to do something now. Even if we stop 3 trucks from going through there we are doing something, but to just punt and not do anything would not be fair to the citizens.

Mr. Pearce stated the intent on the motion was to do exactly that. If the motion is passed, then someone is going to have to start over again with making a motion. It will have to go to the next Council meeting, and then it will go to D&S in the future. If this motion passes, it goes right back to D&S, we deal with these issues and bring it back to Council. The intent of his motion was to get action quicker. If you want to go ahead and put up the sign, that may or may not work, this fine, but that would be end of this item and we are going to have to start from scratch again.

Mr. Ozbek stated, for clarification, this is a public road.

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Ms. Dickerson stated the problem with this road is the road goes through a private neighborhood, and when they turn it is an issue.

Mr. Malinowski made a second substitute motion, seconded by Ms. Dickerson, to put up the signs, as has been requested, while at the same time, staff will send back to the D&S Committee recommendations regarding closing and a more permanent solution.

Mr. Pearce withdrew his substitute motion.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Ms. Dickerson thanked her colleagues.

15. **SECOND READING ITEMS**

- a. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-1, Purpose; and Section 21-2, Jurisdiction; so as to add language regarding annexation** – Mr. Malinowski moved, seconded by Mr. Rose, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- 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 an infrastructure credit agreement to provide for infrastructure credits to DPX Technologies, LLC and DPX Holdings, LLC; and other related matters** – Mr. Livingston moved, seconded by Mr. C. Jackson, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

16. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. **Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Arclin Surfaces – Blythewood Co.; and other related matters [FIRST READING BY TITLE ONLY]** – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

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18. **NOTIFICATION OF APPOINTMENTS**

- a. **Historic Columbia – 1** – Mr. Malinowski stated the committee recommended re-appointing Ms. Dawn Mills Campbell.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. **Accommodations Tax – 3 (One applicant must have a background in Cultural Industry; Two applicants must have a background in the Hospitality Industry)** – This item was held in committee.

- c. **Midlands Workforce Development Board – 3 (One Apprenticeship seat; must be a representative of a registered apprenticeship program and Two Private Sector Business seats; must represent private sector business with policy-making or hiring authority)** – Mr. Malinowski stated the committee recommended appointing Mr. Tim Miller, Jr. and Ms. Kathryn “Kate” Lang.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor unanimous.

Mr. Livingston inquired if the remaining vacancy would be re-advertised.

Mr. Malinowski stated they automatically stay in re-advertising mode, if not filled.

- d. **Building Codes Board of Appeals – 5 (One applicant must be from the Architectural Industry; One from the Plumbing Industry; One from the Electrical Industry; and Two from the Fire Industry as alternates)** – This item was held in committee.

19. **INTERIM ADMINISTRATOR AD HOC COMMITTEE**

- a. **Recommendation of Committee** – Mr. N. Jackson stated the committee met on Monday, September 10<sup>th</sup> and decided to postpone the interviews until Thursday, September 13<sup>th</sup> from 11:00 AM – 1:00 PM to interview 2 -3 candidates, but they will also accept other qualified candidates.

20. **OTHER ITEMS**

- a. **Resurfacing Package P** – Ms. Dickerson inquired if this item from forwarded from the Transportation Ad Hoc Committee.

Mr. C. Jackson stated it was not.

Dr. Thompson stated this did not come through the Ad Hoc Committee.

Ms. Dickerson inquired if this item can be referred to the Ad Hoc Committee.

Mr. Livingston moved, seconded by Mr. C. Jackson, to refer this item to the Transportation Ad Hoc Committee.

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Mr. Malinowski made a substitute motion, seconded by Mr. Manning, to accept Dr. Thompson's recommendation.

Mr. Livingston inquired if Dr. Thompson's recommendation is to move forward with this, and it has been vetted with the Program Development Team.

Mr. Livingston withdrew his motion.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. Pearce, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- b. FY19 – District 3 Hospitality Tax Allocations** – Mr. Manning moved, seconded by Mr. Pearce, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride.

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. Pearce, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride.

The motion for reconsideration failed.

- c. FY19 – District 5 Hospitality Tax Allocations** – Ms. Myers stated she has a question about this item. In the back up documentation it says District 5 at the top, and District 6 at the bottom. She is not sure which district it is for.

Mr. Hayes stated the allocation is for District 5. There is a typo in the documentation.

Mr. Manning moved, seconded by Mr. Pearce, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride.

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. Pearce, to reconsider this item.



Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride.

The motion for reconsideration failed.

- d. **FY19 – District 7 Hospitality Tax Allocations** – Mr. Manning moved, seconded by Mr. Pearce, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride.

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. Pearce, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride.

The motion for reconsideration failed.

- 21. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – There were no citizens that spoke, at this time.

- 22. **EXECUTIVE SESSION** – Mr. Livingston moved, seconded by Ms. Dickerson, to go into Executive Session.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Manning

The vote was in favor.

***Council went into Executive Session at approximately 7:46 PM and came out at approximately 8:31 PM.***

In Favor: Malinowski, C. Jackson, Pearce, Kennedy, Dickerson, Livingston and Rose

The vote was unanimous to come out of Executive Session.

- a. **Huger St. Property Design/Development Review Commission and Minor Subdivision Plat Applications** – Mr. Pearce moved, seconded by Ms. Myers, to ratify the execution of a letter of agreement for the Huger Street Design and Development signed by Dr. Sandra Yudice on August 29, 2018.

In Favor: Malinowski, C. Jackson, Pearce, Kennedy, Dickerson, N. Jackson, Rose and McBride

The vote in favor was unanimous.

- b. **Correct Car, LLC – Letter of Agreement** – Mr. Rose moved, seconded by Mr. C. Jackson, to enter into a letter of agreement with the Columbia Regional Care Center, a division of Correct Care, LLC, to

provide medical services to a detainee at Alvin S. Glenn Detention Center, as discussed in Executive Session.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Rose and McBride

Opposed: Malinowski

The vote was in favor.

- c. **Potential Property Purchase: Northwest Recycling Center** – Ms. Myers moved, seconded by Mr. Rose, to refer this item to the Property Distribution Management Ad Hoc Committee, as discussed in Executive Session.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Rose and McBride

The vote in favor was unanimous.

- d. **Property Acquisition Letter of Intent – 911 Communications Center** – Ms. Myers moved, seconded by Mr. Rose, to refer this item to the Property Distribution Management Ad Hoc Committee, as discussed in Executive Session.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Rose and McBride

- e. The vote in favor was unanimous.

- f. **Property Acquisition – Township Auditorium** – Mr. Pearce moved, seconded by Ms. Myers, to direct staff to enter into discussions with the property owner and bring back a potential purchase price of the property requested by the Township Board.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous

- g. **Employee Grievance** – Mr. Malinowski moved, seconded by Mr. N. Jackson, to direct staff to provide Council copies of the videos, as well as, the interviews of 3 other witnesses, before making a final decision.

Ms. Dickerson made a substitute motion, seconded by Ms. Myers, to accept staff's recommendation.

Mr. Malinowski stated we are dealing with someone's potential career here; therefore, we need to take all the necessary precautions before we make a decision.

In Favor: C. Jackson, Myers, Dickerson and Livingston

Opposed: Malinowski, Pearce, Kennedy, N. Jackson, Rose and McBride

The substitute motion failed.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, N. Jackson, Livingston, Rose and McBride

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Opposed: Dickerson

The vote was in favor of the original motion.

- h. Personnel Matter** – Ms. Myers moved, seconded by Mr. C. Jackson, to proceed with adjustments, as discussed in Executive Session, for the Clerk’s contract with the offset of the overtime, and direct Mr. Hanna and Mr. Smith to carry forth the directive.

In Favor: C. Jackson, Myers, Pearce, Kennedy, N. Jackson, Livingston and Rose

Opposed: Malinowski, Dickerson and McBride

The vote was in favor.

23. **MOTION PERIOD**

- a. Move that Council immediately move forward with the revised Lower Richland Sewer Plan, which has been (1) improved to remove lift stations from private property (consolidated into 3 on public property), (2) expanded to replace all failed, closed septic systems at Richland One Schools (Hopkins Elementary and Middle Schools and Gadsden Elementary School) and the Franklin Park subdivision, (3) clarified to ensure that access to public sewer is available, without tap fees, to any requesting resident along the revised route, who requests service as the lines are being constructed. No resident will be required to tap on to the system unless they wish to. Staff is further instructed to expedite the planning and procurement process to facilitate commencement of construction by April 2019, and targeted build out to residents, schools, and McIntyre Air Force Based by August 2019 [MYERS]** – This item was referred to the D&S Committee.
- b. Move to authorize Dr. Yudice and staff to utilize emergency funds to facilitate third party well testing in areas potentially impacted by Westinghouse’s previously undisclosed 2011 uranium leak. Funds would be available for testing over the next thirty days, subject to individual requests [MYERS and DICKERSON]** – This item was referred to the D&S Committee.
- c. The Lourie Center recently lost funding from United Way necessary to continue operating a program that transports seniors to medical appointments and essential shopping. They are requesting Council provide \$12K in additional funding so that this program can continue [PEARCE]** – This item was referred to the A&F Committee.
- d. To resolve the water contamination issues in the Lower Richland community and put the citizens at ease I move that Richland County move forward with the water system already approved with partnership with Westinghouse nuclear energy plant, International Paper, SCE&G and others to provide seed funds as they all have contributed to water quality in the area [N. JACKSON]** – This item was referred to the D&S Committee.
- e. Move forward with approved Sewer System which has been delayed since February 2018 for unknown reasons. Citizens have signed up and are depending on the service [N. JACKSON]** – This item was referred to the D&S Committee.
- f. Move forward with an overlay for the Garners Ferry/Sumter Highway corridor with setbacks, signage not to exceed 8’ with earth tone natural colors in keeping the Rural Character [N. JACKSON]** – This item was referred to Planning staff.

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- g. **Move forward with review of the SE & NE Sport Complex plans to promote tourism and support AAU and other sports in the county [N. JACKSON]** – This item was referred to the A&F Committee.
  - h. **In the absence of an interim, acting, or administrator, Richland County is not in compliance with State law. I move that Richland County abide by all State laws and rules until the position is filled [N. JACKSON]** – This item was referred to the Legal Department.
  - i. **Because of recent orders from the Chair in order to stop or prevent abuse, mistreatment or special treatment of anyone, I move that in the absence of an administrator, Council develop a policy addressing staff's duties and responsibilities and Council's role. An opinion from the AG's Office is advised [N. JACKSON]** – This item was referred to the Legal Department.
  - j. **Move for the approval of Amended FY2018-2019 Budget for Richland County School District One. Move that this should be first reading only based on previous agreement [N. JACKSON]** – This item was referred to the Budget Ad Hoc Committee.
24. **ADJOURNMENT** – The meeting adjourned at approximately 8:45 PM.



*July 24, 2018*

*Township Auditorium*

*1703 Taylor Street Columbia, SC 29201*

*Re: ACQUISITION INTEREST OF PROPERTY AT JOHNSON TOAL & BATTISTE*

Council Chair Joyce Dickerson,

On behalf of the Township Auditorium Executive Board, we would like to extend our appreciation to the County for the time, effort, and thoroughness of the completed appraisal for the property at Johnson Toal & Battiste. After careful review of the details and the estimated bottom line numbers associated with the final conduct of that appraisal, we, The Executive Board voted unanimously to move forward using all correct measures to potentially obtain the listed property for the overall enhancement and use of the Township Auditorium venue.

We are requesting for Richland County to pursue and engage in the necessary negotiations with the landlords of the property at Johnson Toal & Battiste, in hopes that a common agreement can be settled and the listed property can be acquired.

Again, we sincerely appreciate County Council's assistance and cooperation with the Township Auditorium Executive Board as we look to further improve and enhance the Township Auditorium and its significance as a staple of the community, county, and state of South Carolina.

With Appreciation,

*Aundrai Holloman, Executive Director*

Township Auditorium

1703 Taylor Street Columbia, SC 29201

## Richland County Council Request for Action

**Subject:**

18-025MA  
Evan Wilson  
RS-LD to RS-MD (7.18 Acres)  
Joiner Road and Deloach Drive  
TMS # R16415-04-24, 25, 26, 33, 34, 35, 36, 37, 38, 39 & R16415-05-01, 02

**Notes:**

First Reading: July 24, 2018  
Second Reading: September 11, 2018  
Third Reading:  
Public Hearing: July 24, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

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 # R16415-04-24, 25, 26, 33, 34, 35, 36, 37, 38, 39 AND R16415-05-01 AND 02 FROM RESIDENTIAL SINGLE-FAMILY LOW DENSITY DISTRICT (RS-LD) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R16415-04-24, 25, 26, 33, 34, 35, 36, 37, 38, 39 and R16415-05-01 and 02 from Residential Single-Family Low Density District (RS-LD) to Residential Single-Family Medium Density District (RS-MD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2018.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joyce Dickerson, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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: July 24, 2018  
First Reading: July 24, 2018  
Second Reading: September 11, 2018  
Third Reading: September 18, 2018

## Richland County Council Request for Action

**Subject:**

An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H)

**Notes:**

First Reading: May 15, 2018  
Second Reading: June 5, 2018  
Third Reading:  
Public Hearing:



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

AN ORDINANCE TO LEVY AND IMPOSE *AD VALOREM* PROPERTY TAXES FOR RICHLAND COUNTY SCHOOL DISTRICTS ONE AND TWO; TO IMPROVE, SIMPLIFY AND MAKE MORE EFFICIENT THE SYSTEMS AND PROCEDURES AMONG RICHLAND COUNTY SCHOOL DISTRICTS ONE AND TWO AND RICHLAND COUNTY GOVERNMENT TO FULFILL RESPONSIBILITIES UNDER ACT 280 OF 1979; AND TO REPEAL ORDINANCE SEC. 2-537(2) AND AMEND ORDINANCE SEC. 2-535(H).

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 1.     Findings and Determinations

The County Council (“County Council”) of Richland County, South Carolina (“County”) hereby finds and determines:

(a)     The South Carolina General Assembly enacted Act 280 of 1979 providing in pertinent part that “the school tax levy for Richland County School Districts 1 and 2 shall be determined by the Richland County Council based on the requirements of the South Carolina Education Finance Act of 1977 and based on any other additional funding deemed necessary by the board or county council.”

(b)     To fulfill the County Council’s duty to determine the school tax levy for Richland County School Districts 1 and 2 (“school districts”) within the requirements of the laws affecting the school districts, it is in the best interests of the County and school districts for the County Council to determine the operating property tax millage rates to be levied but not appropriate funds or approve the budgets.

(c)     Since the enactment of Act 280 of 1979 and the Education Finance Act of 1977, many other laws have been enacted with enormous effect on the funding of public school districts, including without limit, the Education Improvement Act of 1984, the Education Accountability

Act of 1998, homestead and other property tax exemption statutes, economic development statutes authorizing negotiated assessment ratios and millage rates, Act 388 of 2006 expanding the homestead exemption, establishing a reimbursement system, and limiting increases in property tax millage rate, and reassessment values, Act 23 of 2017 regulating school district fiscal practices, and annual State Appropriations Act provisos and funding provisions often enacted after the decisions of the school boards and County Council.

(d) The timing of decision-making by the school boards and County Council is currently not coordinated with the adoption of the State Appropriations Act or the most current information concerning the assessed values of property within the school districts.

(e) The financial management of public school districts is subject to state and federal statutes, regulations and governmental accounting standards which differ from those governing county government.

(f) The County Council and the boards of Richland County School Districts One and Two desire to improve, simplify, and make more efficient the systems and procedures among the school districts and County government so that they may fulfill their responsibilities under Act 280 of 1979 and all other statutes and regulations affecting the funding and financial management of Richland County School Districts One and Two.

(g) Adopting and implementing this Ordinance concurrently with determining the school tax levy for fiscal year 2018-2019 serves the best interest of the County and school districts.

Section 2. Procedures to Establish the Property Tax Millage Levy for Richland County School Districts One and Two

(a) The school boards of Richland County School Districts One and Two, on or before May 15, will notify the County Council of their anticipated general fund revenue for the subsequent fiscal year, including the anticipated revenue from state sources, from fees-in-lieu-of-taxes, and from *ad valorem* property taxes based on the then most current estimates of assessed value and a requested property tax millage rate.

(b) The County Council will include the school districts in the public announcement complying with S.C. Code Ann. § 6-1-80 or similar provision and levy annually property tax millage rates for Richland County School Districts One and Two, within the limits, if any, of then current state law, by second reading on or before June 15. The County Council will not appropriate funds or approve budgets for the operations of Richland County School Districts One and Two.

(c) The school boards of Richland County School Districts One and Two will adopt revenue and expenditure budgets each year by June 30 as required by state law.

(d) The Richland County Auditor (“Auditor”) will advise the superintendent of each school district of the estimated assessed value of property by state property classification at all relevant times, including at the same time as the Auditor submits estimated assessed values to the County for County purposes and prior to third reading by County Council determining school district property tax millage rates.

(e) If the Auditor’s most current estimate of school district operating assessed values prior to third reading by County Council differs from the estimates provided to the school districts prior to May 15, the school boards may submit to County Council modified requests for property tax millage rates prior to third reading by County Council determining school district property tax millage rates.

(f) The County will advise the superintendents of the school districts of the estimated fees-in-lieu-of-taxes to be received by the school districts during the budget year, for inclusion in the revenue estimates to be submitted by the school boards to the County Council on or before May 15.

(g) The County Treasurer will disburse to the school districts as it becomes available all revenue received by the Treasurer for the account of the school districts, including state revenue, fees-in-lieu-of-taxes and *ad valorem* property taxes, and this Ordinance constitutes the concurrence of the County Council with the request by the school districts for the disbursement by

the County Treasurer of school district funds satisfying the requirements of S.C. Code Ann. § 59-69-215.

(h) The dates of May 15 and June 15 in this Ordinance are intended to facilitate decision-making and failure to comply with them does not invalidate any decision or subsequent action of the County Council or school boards.

Section 3. Ordinances Repealed

(a) Ordinance Sec. 2-537(a) is repealed.

(b) Ordinance Sec. 2-535(h) is repealed and is replaced by the following: “Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the fiscal year shall lapse.”

Section 4. School Tax Levy Determination for Fiscal Year 2018-2019

(a) The school tax levy for Richland County School Districts One and Two, to cover the period from July 1, 2018 to June 30, 2019, are hereby levied upon all taxable property located within the following respective tax districts in Richland County for general fund operations, subject only to adjustment by County Council upon third reading, as follows:

<u>School District</u>	<u>Mills</u>
Richland County School District One – Operations	—
Richland County School District Two – Operations	—

(b) The following estimated millage rates for debt service are noted for informational purposes only, but the debt service millage rates will be determined and levied by the Richland County Auditor pursuant to S.C. Code Ann. § 59-71-150.

<u>School District</u>	<u>Mills</u>
Richland County School District One – Debt Service	—
Richland County School District Two – Debt Service	—

Section 5. Miscellaneous

(a) If any one or more of the provisions or portions hereof are determined by a court

of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

(d) All ordinances regarding the same subject matter as this Ordinance are hereby repealed.

Section 6. Effective Date

(a) This Ordinance shall take effect immediately upon approval at third reading and will apply to the property tax millage levy for fiscal year 2018-2019 and all subsequent years.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
[Name]  
Richland County Council

(SEAL)

ATTEST THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2018:

\_\_\_\_\_  
[Name]  
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_  
Approved As to LEGAL Form Only  
No Opinion Rendered As To Content

Date of First Reading: \_\_\_\_\_  
Date of Second Reading: \_\_\_\_\_  
Date of Public Hearing: \_\_\_\_\_  
Date of Third Reading: \_\_\_\_\_

## Sec. 2-535. Budget adoption and amendments after adoption.

(a) *Public hearings.* The public hearing on the budget shall be held prior to second reading of said budget. After the conclusion of the public hearing, the council may insert new items of expenditure or may increase, decrease or strike out items of expenditures in the general fund budget, except that no item of expenditure for debt service or other provision of law shall be reduced or stricken out. The council shall not alter the estimates of receipts contained in such budget except to correct omissions or mathematical errors.

**State law reference(s)**--Public hearing requirements prior to adoption of budget, S.C. Code 1976, § 4-9-130.

(b) *Supplemental appropriations.* If during the fiscal year, the county administrator certifies that there are available for appropriation revenues in excess of those estimated in the budget, the council, by ordinance and after public hearings, may make supplemental appropriations for the year up to the amount of the excess.

(c) *Emergency appropriations.* (See South Carolina Code 1976, section 4-9-130, last paragraph, concerning appropriations for public emergencies.)

(d) *Reduction of appropriations.* If at any time during the fiscal year, it appears probable to the county administrator that the revenues available will be insufficient to meet the amount appropriated, he shall report to the council without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The council shall then take further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

(e) *Transfer of appropriations.* At any time during the fiscal year, the county administrator may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon request by the county administrator, the council may by ordinance transfer a part or all of any unencumbered appropriation balance from one department, office or agency to another.

(f) *Adoption of the general fund budget.* The council shall, in no event, adopt a general fund budget in which the total of expenditures exceeds available revenues. If, for any reason, the council fails to adopt the general fund budget, the general fund appropriation ordinance and such ordinances providing for additional revenues as may be necessary to put the budget in balance on or before the first day of July, the general fund budget in effect for the previous fiscal year shall be the general fund budget on a monthly basis beginning on the first day of July until the general fund budget shall be adopted by the council.

(g) *Effective date of general fund budget; certification; copies made available.* Upon final adoption, the general fund budget shall be in effect for the ensuing fiscal year. A copy of such budget as finally adopted shall be certified by the county administrator and chair of council and filed in the office of the director of finance and budget. The general fund budget so certified shall be reproduced and sufficient copies thereof shall be made available for the use of all departments, courts, boards, commissions, offices and agencies and for the use of interested persons and organizations.

(h) *Appropriations to lapse.* Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the fiscal year shall lapse, except that any balance remaining in the funds of the school boards at the end of the fiscal year shall remain to the credit of those school boards and an estimate of any such balance shall be included in the school budgets of the ensuing year as an estimated receipt.

(i) *Certification of funds; penalties for violation.* No payment shall be made and no obligation incurred by or on behalf of the county except in accordance with an appropriation duly made; provided that the council shall have the power to authorize and direct the making of contracts for the expenditure of funds not appropriated in any budget for the then current fiscal year, in which event the council shall appropriate the funds in the budget or budgets for the next fiscal year or years for the performance of the contracts. No payment shall be made from or obligation incurred against any allotment or appropriation unless the director of finance and budget shall first certify that there is a sufficient unexpended and unencumbered balance in such allotment or appropriation to



meet the same; provided that, nothing herein shall be taken to prevent the advance authorization of expenditures from a contingency fund. Every expenditure or obligation authorized or incurred in violation of the provisions of this section shall be void. Every payment made in violation of the provisions of this section shall be deemed illegal and every official who shall knowingly receive such payment of any part thereof shall be jointly and severally liable to the county for the full amount so paid or received. If any elected official, member of a board, or commission, or employee of the county shall knowingly incur any obligation or shall authorize or make any expenditure in violation of the provisions of this section or knowingly take part therein, such action shall be cause for his removal.

(Code 1976, 6-2004; Ord. No. 589-79, §§ 7--10, 10-17-79; Ord. No. 1294-85, § 1, 5-7-85)



**Sec. 2-537. Property tax requests from outside agencies.**

(a) *School operating budgets.* It shall be the duty of the school boards to file their operating budget estimates with the county administrator or with the director of finance and budget in accordance with the budget calendar adopted by council. The action of the council on the school budgets shall relate to its total only, and the school boards shall have authority to expend in their discretion the sum appropriated for their use, provided that if they receive an appropriation greater or less than their original request, they shall forthwith revise their estimates of expenditures and adopt appropriations in accordance therewith. The school boards shall have power to order during the course of the fiscal year transfers from one item of appropriation to another.

(b) *Agencies financially supported in whole or part through property taxes.* It shall be the duty of the agencies to file their operating budget estimates with the county administrator or with the director of finance and budget in accordance with the budget calendar adopted by council. The action of the council on the agency budgets shall relate to its total only and the agencies shall have authority to expend in their discretion the sum appropriated for their use, provided that if they receive an appropriation greater or less than their original request, they shall forthwith revise their estimates of expenditures and adopt appropriations in accordance therewith. The agencies shall have power to order during the course of the fiscal year transfers from one item of appropriation to another.

(c) *Ceiling for funding agencies financially supported in whole or in part by Richland County.* The council shall, prior to beginning budget deliberations, establish a ceiling for funding outside agencies for the next fiscal year. Said ceiling shall be established by a percentage of the total budget appropriation for the operation of county government or by a fixed dollar amount. The ceiling established pursuant to this section shall not be amended except by vote of two-thirds (2/3) of the members of the county council.

(Code 1976, § 6-2006; Ord. No. 589-79, § 12, 10-17-79; Ord. No. 1850-89, § I, 3-21-89)

**Cross reference(s)**--Taxation generally, [Ch. 23](#).

## Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-1, Purpose; and Section 21-2, Jurisdiction; so as to add language regarding annexation

**Notes:**

First Reading: July 24, 2018

Second Reading: September 11, 2018

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; SECTION 21-1, PURPOSE; AND SECTION 21-2, JURISDICTION; SO AS TO ADD LANGUAGE REGARDING ANNEXATION.

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

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-1, Purpose; is hereby amended to read as follows:

**Sec. 21-1. Purpose.**

The purpose of this article is to define the mission, responsibilities and limitations of the department of public works with regard to maintenance and construction of road and drainage infrastructure in the ~~county~~; unincorporated portion of the county and for areas located in other jurisdictions the county provides public works services to through an intergovernmental agreement pursuant to S.C. Const. Article VIII, Section 13, and S.C. Code of Laws Ann. Sections 4-9-40 and 4-9-41.

SECTION II. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-2, Jurisdiction; is hereby amended to read as follows:

**Sec. 21-2. Jurisdiction.**

The provisions of this article shall apply to all lands within the jurisdiction of the ~~county and within the jurisdiction of those municipalities that agree, through intergovernmental service contracts, to have these provisions administered within their corporate limits.~~ unincorporated portion of the county and for areas located in other jurisdictions the county provides public works services to through an intergovernmental agreement pursuant to S.C. Const. Article VIII, Section 13, and S.C. Code of Laws Ann. Sections 4-9-40 and 4-9-41. Notwithstanding any other ordinance, and regardless of the scope or extent of maintenance history, or of any recorded or unrecorded easement, license, deed of right-of-way or any other instrument that purports to convey any property interest to Richland County other than fee simple ownership, Richland County shall not maintain any roads, roadways, alleyways, streets, highways, bridges, stormwater or drainage systems, ponds, detention ponds, dams, fields, open spaces, green spaces, developed or undeveloped property, or any other system or infrastructure in any area that has been annexed into the limits of any municipality or any other jurisdiction that has the power to

annex property unless such maintenance is performed pursuant to an intergovernmental agreement as provided for hereinabove.

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2018.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Joyce Dickerson, Chairperson

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kimberly Williams-Roberts  
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

\_\_\_\_\_  
Approved As To LEGAL Form Only  
No Opinion Rendered As To Content

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

## Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to DPX Technologies, LLC and DPX Holdings, LLC; and other related matters

**Notes:**

First Reading: July 10, 2018

Second Reading: September 11, 2018

Third Reading: September 18, 2018 [Tentative]

Public Hearing: September 18, 2018

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

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

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

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

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, DPX Technologies, LLC and DPX Holdings, LLC (collectively, “Company”) desires to establish a research/development and manufacturing facility in the County (“Project”), consisting of taxable investments in real and personal property of not less than \$3,100,000, along with the creation of 14 new full-time jobs;

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

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

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

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

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

**Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.*** The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting is 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: July 10, 2018  
Second Reading: September 11, 2018  
Public Hearing: September 18, 2018  
Third Reading: September 18, 2018



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

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**DPX TECHNOLOGIES, LLC and DPX HOLDINGS, LLC**

**Effective as of: [September 18, 2018]**

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [September 18, 2018] (“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 DPX TECHNOLOGIES, LLC and DPX HOLDINGS, LLC both of which are South Carolina limited liability companies (together the “Company” and with the County, “Parties,” each, a “Party”).

### W I T N E S S E T H :

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

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

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to establish a research/development and manufacturing facility in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real property owned by DPX Holdings, LLC, and personal property owned by DPX Technologies, LLC combined of not less than \$3,100,000 and the creation of 14 new full-time jobs by DPX Technologies, LLC;

WHEREAS, by an ordinance enacted on [September 18, 2018] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

## ARTICLE II INFRASTRUCTURE CREDITS

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$3,100,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

**Section 2.2. *Jobs Commitment.*** The Company shall create 14 new, full-time jobs in the County ("Jobs Commitment") by the Certification Date. The Company shall certify to the County achievement of

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

**Section 2.3. Infrastructure Credits.**

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

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

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

**Section 2.4. Clawback.** If the Company fails to meet the Investment Commitment or Jobs Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Investment Commitment or Jobs Commitment and is calculated as follows:

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

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

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

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

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

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

*For example, and by way of example only, if the Company had received \$217,221 in Infrastructure Credits, and had invested \$2,900,000 and created 12 jobs by the Certification Date, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 12/14 = 85.7\%$$

$$\text{Investment Achievement Percentage} = \$2,900,000/\$3,100,000 = 93.5\%$$

$$\text{Overall Achievement Percentage} = (85.7\% + 93.5\%)/2 = 89.6\%$$

$$\text{Clawback Percentage} = 100\% - 89.6\% = 10.4\%$$

$$\text{Repayment Amount} = \$217,221 \times 10.4\% = \$22,591$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.4 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement. DPX Technologies, LLC and DPX Holdings, LLC each agree and acknowledge that it is jointly and severally liable and responsible for any repayment under this Agreement to include any interest thereon.

**Section 2.5. Filings.** To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

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

**Section 2.7 Extension of Infrastructure Credit.** Nothing herein shall prohibit the extension of additional infrastructure credit incentives by the County upon application of the Company. The County agrees that any such approval of additional infrastructure credit incentives, which shall be in the County's sole discretion, may be evidenced by a Resolution of County Council.

### **ARTICLE III DEFAULTS AND REMEDIES**

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

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

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

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

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

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

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

### **Section 3.2. Remedies on Default.**

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

**Section 3.5. Nonwaiver.** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a

waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE IV

### MISCELLANEOUS

#### **Section 4.1. Examination of Records; Confidentiality.**

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

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

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

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

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

#### **Section 4.5. Limitation of Liability.**

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



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

**Section 4.6. Indemnification Covenant.**

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

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

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

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

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

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

if to the County:    Richland County, South Carolina

Attn: Director of Economic Development  
2020 Hampton Street  
Columbia, South Carolina 29204  
Phone: 803.576.2043  
Fax: 803.576.2137

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:

DPX Technologies, LLC and DPX Holdings, LLC  
Attn: William Brewer  
26 Cedar Field Court  
Columbia, SC 29212

with a copy to  
(does not constitute notice):

Turner, Padgett, Graham & Laney P.A.  
Attn: Ian McVey  
1901 Main Street, 17th Floor (29201)  
P.O. Box 1473  
Columbia, S.C. 29202

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

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount not to exceed \$3,000. 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 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.

*[THREE 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**

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*

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

**DPX TECHNOLOGIES, LLC**

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

Name: William Brewer

Its: President and CEO

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

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

**DPX HOLDINGS, LLC**

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

Name: William Brewer

Its: President and CEO

*[SIGNATURE PAGE 3 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

All that certain piece, parcel or tract of land lying and being the County of Richland, State of South Carolina and being more particularly shown and described on that certain plat prepared for DPX Holdings, LLC by Baxter Land Surveying Co., Inc. dated January 30, 2018, recorded February 12, 2018, in Book 2279, page 3268.

Tax Map Number: R14400-02-03

## **EXHIBIT B**

### **DESCRIPTION OF INFRASTRUCTURE CREDIT**

As provided for in the Act and as further authorized by Section 4-1-175 of the Act, the Company is entitled to an Infrastructure Credit equal to fifty percent (50%) of the Fee Payments that are in lieu of the ad valorem tax payments, including abatement, on the existing improved real property, for the first through fifth years of Fee Payments. The Infrastructure Credit shall be applied as a setoff against the Fee Payment owed for the then current year.



## Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Arclin Surfaces - Blythewood Co.; and other related matters

**Notes:**

First Reading: September 11, 2018  
Second Reading: September 18, 2018 {Tentative}  
Third Reading:  
Public Hearing:

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO ARCLIN SURFACES – BLYTHEWOOD CO.; AND OTHER RELATED MATTERS.**

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

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

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Arclin Surfaces – Blythewood Co. (“Company”) has committed to maintaining its manufacturing facility in the County (“Project”), consisting of taxable investments in real and personal property;

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: September 11, 2018  
Second Reading: September 18, 2018  
Public Hearing:  
Third Reading:

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

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**ARCLIN SURFACES – BLYTHEWOOD CO.**

**Effective as of: November 1, 2018**

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## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of November 1, 2018 (“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 ARCLIN SURFACES - BLYTHEWOOD CO., a Delaware corporation (“Company” together with the County, “Parties,” each, a “Party”).

### W I T N E S S E T H :

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

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

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to maintaining its manufacturing facility in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investments in real and personal property;

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

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

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

**ARTICLE I  
REPRESENTATIONS**

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

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

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

- (a) The Company is in good standing under the laws of the State of 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; and
- (b) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

**ARTICLE II  
INFRASTRUCTURE CREDITS**

**Section 2.1. *Infrastructure Credits.***

- (a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project (all real and personal property on or at the Land, including without limitation, all existing land, buildings, machinery and equipment). The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.
- (b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.1 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.



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

**Section 2.2 Clawback.** If the Company fails to maintain the operations of its manufacturing facility in the County for all of calendar year 2018, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid (“Repayment Amount”) is based on the number of months the Company’s manufacturing operations are shut down and is calculated as follows:

**Repayment Amount = Total Received x Clawback Percentage**

**Clawback Percentage = 100% - Achievement Percentage**

**Achievement Percentage = Number of months the facility is operating / 12**

*For example, and by way of example only, if the Company had received \$400,000 in Infrastructure Credits, and the Company ceased operations at its facility in October 2018, the Repayment Amount would be calculated as follows:*

*Achievement Percentage = 10/12 = 83%*

*Clawback Percentage = 100% - 83% = 17%*

*Repayment Amount = \$400,000 x 17% = \$68,000*

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.2 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

**Section 2.3 Filings.** To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

**Section 2.4 Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

### ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, 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; and (ii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

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

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

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

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

**Section 4.5. *Limitation of Liability.***

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

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

against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. Indemnification Covenant.**

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

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

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

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

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

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

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

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

if to the Company:

Arclin Surfaces – Blythewood Co.  
Attn: David Morris, Chief Financial Officer  
1000 Holcomb Woods Parkway, Suite 342  
Roswell, Georgia 30076  
Phone: 678.999.2100  
Fax: 678.781.4420

with a copy to

Nexsen Pruet, LLC  
Attn: James K. Price  
55 East Camperdown Way, Suite 400  
Greenville, South Carolina 29601  
Phone: 864.282.1164  
Fax: 864.477.2632

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

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

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

**Section 4.10 *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company

such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

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

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

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

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

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

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

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*



IN WITNESS WHEREOF, ARCLIN SURFACES - BLYTHEWOOD CO., has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**ARCLIN SURFACES - BLYTHEWOOD CO.**

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

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

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

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

**All that certain piece, parcel or tract of land being 23.52 acres, more or less, located at 1051 Jenkins-Brothers Road in Richland County, South Carolina and being the same property conveyed to Casco Nobel America, Inc. by deed, dated October 31, 1996 and recorded in the Register of Deeds Office for Richland County in Deed Book 1346 at Page 402. Casco Nobel America, Inc. subsequently became Arclin Surfaces – Blythewood Co.**

**Tax Map No. R17600-01-01**

**EXHIBIT B**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

**70% OF THE FEE PAYMENTS DUE FOR CALENDAR YEAR 2018 ON THE REAL AND PERSONAL  
PROPERTY LOCATED ON OR AT THE LAND**

## Richland County Council Request for Action

**Subject:**

A Resolution Authorizing the acquisition of certain real property in the Northpoint Industrial Park and other matters related thereto

**Notes:**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF CERTAIN REAL  
PROPERTY IN THE NORTHPOINT INDUSTRIAL PARK AND OTHER  
MATTERS RELATED THERETO**

WHEREAS, to further the economic development of Richland County, South Carolina (“County”) and the creation of job opportunities for its citizens, the County is developing an industrial park known as Northpoint Industrial Park (“Park”), in which manufacturing and commercial businesses may locate their facilities;

WHEREAS, as a part of the master design plan for the Park, the County intends to expand and extend Northpoint Boulevard;

WHEREAS, based on recommendations from the engineers and architects assisting the County with the design plan for the Park, the County desires to acquire a small parcel of undeveloped real property (“Property”) to facilitate the expansion and extension of Northpoint Boulevard as shown on Exhibit A;

WHEREAS, the owner of the Property, 2T Properties, LLC, has agreed to transfer the Property to the County;

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, the County, acting by and through its County Council (“County Council”), is authorized to acquire real property by gift or purchase.

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

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

**Section 2. Approval of Acquisition of Real Property.** County Council approves the acquisition of the Property by the County and authorizes the County Council Chair, County administration, the County Attorney and the Director of Economic Development, or their designees, as appropriate, to negotiate, prepare, execute and deliver those documents that may be reasonably necessary to accomplish the acquisition of the Property. Any actions taken in the name of the County prior to the effective date of this Resolution with respect to the acquisition of the Property are expressly ratified and confirmed.

**Section 3. Further Acts.** County Council authorizes the County Council Chair, County administration, the County Attorney and the Director of Economic Development, or their designees, as appropriate, to take such further acts and negotiate, prepare, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Resolution.

**Section 4. General Repealer.** Any resolution, or other order of County Council, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

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

DONE AND PASSED the 18<sup>th</sup> day of September, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair of County Council

(SEAL)  
ATTEST:

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Clerk to County Council

**EXHIBIT A**  
**SITE PLAN**

See attached.





## Richland County Council Request for Action

**Subject:**

A Resolution rescinding a previous vote of County Council to enter into a lease agreement; authorizing the payment of certain funds to Jushi USA Corp.; and other related matters

**Notes:**

**A RESOLUTION RESCINDING A PREVIOUS VOTE OF COUNTY COUNCIL TO ENTER INTO A LEASE AGREEMENT; AUTHORIZING THE PAYMENT OF CERTAIN FUNDS TO JUSHI USA CORP.; AND OTHER RELATED MATTERS.**

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 (“Act”), to enact resolutions, ordinances and regulations for the purpose of promoting the general welfare of the County;

WHEREAS, the County is home to Jushi USA Corp. (“Jushi”), a fiberglass producer establishing a manufacturing facility (“Project”) that is scheduled to open in 2019 and involving an investment of approximately \$300 million and creating approximately 400 new jobs;

WHEREAS, in preparation for opening the Project in 2019, Jushi has requested that the County aid Jushi in renting space in the CR Neal Dream Center (“Dream Center”) to be used for training future Jushi employees;

WHEREAS, on June 5, 2018, County Council voted (“June 5<sup>th</sup> Vote”) to enter into a lease agreement by and among the County, Jushi and the Dream Center (“Lease”) and pay one half of the monthly lease payment in the amount of \$2,000 per month for 8 months (“Rent Subsidy”), for a total amount not to exceed \$16,000;

WHEREAS, in order to avoid any risk to the County of entering into the Lease, County staff recommended that the County not be a party to the Lease, but rather pay the Rent Subsidy directly to Jushi;

WHEREAS, the County Council desires to rescind the approval granted by the June 5<sup>th</sup> Vote, to be a party to the Lease and pay one half of the monthly lease payments and, instead, authorize the payment of the Rent Subsidy directly to Jushi

NOW, THEREFORE, BE IT RESOLVED BY COUNTY COUNCIL:

**Section 1. *Previous Vote.*** County Council hereby rescinds the June 5<sup>th</sup> Vote.

**Section 2. *Payment.*** The County hereby approves a payment of the Rent Subsidy directly to Jushi, the process for which shall be coordinated by the Economic Development Director, in an amount not to exceed \$16,000

**Section 3. *Savings Clause.*** If any portion of this Resolution shall be 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 herewith, is, only to the extent of such conflict, hereby repealed.

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair of County Council  
Richland County, South Carolina

(SEAL)  
ATTEST:

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Clerk to County Council  
Richland County, South Carolina

# Richland County Council Request for Action

**Subject:**

A Resolution Authorizing the acceptance and administration by the County of certain grant funds from the South Carolina Department of Commerce

**Notes:**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE AND 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 and to receive and administer certain third-party grant funds which are provided to or passed-through the County to promote the economic development of and creation of job opportunities in the County;

WHEREAS, the County has applied to the South Carolina Department of Commerce (“DOC”) to receive certain grant funds from the DOC (“Funds”) for site due diligence, studies and other work performed or to be performed at a site known as the Blythewood Mega Site (“Project”);

WHEREAS, the DOC has awarded the Funds to the County pursuant to a Grant Award Agreement dated as of August 13, 2018 (“Agreement”), the form of which is attached as Exhibit A;

WHEREAS, the County desires to enter into the Agreement with the DOC in order to accept and administer the Funds pursuant to the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY COUNTY COUNCIL:

**Section 1. Grant Acceptance and Administration.** The County is authorized to accept and administer the Funds pursuant to the terms set forth in the Agreement and to apply the Funds to the Project . The Chair of County Council (“Chair”), County administration and the Director of Economic Development, or their designees, are authorized to execute and deliver the Agreement and such further documents as may be necessary to accept, administer and apply the Funds.

**Section 2. Further Assurances.** County Council confirms the authority of the Chair, County administration and the Director of Economic Development, and various other County officials and staff, acting at the direction of the Chair, County administration or the Director of Economic Development, 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 shall be 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 September, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman of County Council  
Richland County, South Carolina

(SEAL)  
ATTEST:

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Clerk to County Council  
Richland County, South Carolina

**EXHIBIT A**  
**FORM OF GRANT AWARD AGREEMENT**

**LOCATESC FUND**  
**SOUTH CAROLINA DEPARTMENT OF COMMERCE**  
**GRANT AWARD AGREEMENT**

This Grant Agreement dated August 13, 2018 is between the South Carolina Department of Commerce (SCDOC) and Richland County (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

**Section 1: DEFINITIONS:**

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the SCDOC.
- (c) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (d) Grantee means the entity designated for the Grant and set forth above.
- (e) Project means the project identified and described in the Application.
- (f) State means the State of South Carolina and any agencies or offices thereof.

**Section 2: PROJECT DESCRIPTION:** The Project consists of hiring a professional engineer to complete due diligence studies, conceptual layouts, infrastructure estimates and a traffic study on the Blythewood Mega Site.

**Section 3: AWARD AMOUNT:** The SCDOC hereby commits an amount not to exceed Fifty One Thousand Nine Hundred and No/100 Dollars (\$51,900.00) to be used only for the Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs expressly set forth in the Application.

**Section 4: AMENDMENTS:** Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

**Section 5: PROJECT COMPLETION:** By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the Project Description, including any approved amendments appended hereto. The Grantee must complete the Project no later than six (6) months from the Award Date unless the grant is terminated prior to this date by SCDOC. Completion is defined as issuance by the



SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion. No Grant funds will be disbursed until completion of the Project.

**Section 6: PAYMENT:** The Grantee must submit to the SCDOC a reimbursement request for payment for work that is documented by the Grantee. Reimbursement requests will be made on the specified form and must be accompanied by copies of invoices. Upon approval of such request, payments will be submitted to the Finance Department of the SCDOC.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

**Section 7: GRANT SPECIAL CONDITIONS:** Use of the Grant funds shall be subject to the following special conditions:

- a. **Ownership of the Project Site:** Any property that is included in the Project (the "Project Site") is subject to the following restrictions:
  - i. Public Ownership of the Project Site. The Grantee must hold title to the Project Site and may not give away, sell, lease or otherwise transfer ownership of the Project Site or encumber title of the Project Site in any way without the prior approval of the SCDOC. In the event of a proposed sale, lease or transfer of the Project Site by any means, the marketing terms for such sale, lease or transfer must be approved by the SCDOC prior to the Grantee taking any action to market the building, negotiate a sale or lease price or enter into any type of contractual agreement relating to the Project Site.
  - ii. Private Ownership of the Project Site. If the Project Site is owned by a third party, prior to undertaking any enhancements to the Project Site, the third party owner must enter into a Site Enhancement and Repayment Agreement with the Grantee (or alternative agreement approved by SCDOC) that includes an exclusive option in favor of the Grantee (or a party approved by SCDOC) to purchase the Project Site at an agreed upon pre-enhancement price.
- b. **Repayment of Grant Funds:** The Grantee shall be required to repay the entire amount of the Grant funds to the SCDOC under the following circumstances:
  - i. The Grantee fails to comply with all applicable policy and regulatory guidelines of the state government and the SCDOC governing the expenditure of LocateSC funds.

- ii. The Grantee gives away, sells, leases or otherwise transfers the Project Site or encumbers title to the Project Site in any way without the prior approval of the SCDOC.
- iii. The Project Site is used for a nonindustrial use.

**Section 7: FUNDING OVERRUNS:** Except for relief granted under Section 4, the Grantee agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds in excess of the grant award.

**Section 8: ADMINISTRATIVE FEES PROHIBITED:** All Grant funds must be used to offset eligible Project costs. Neither the Grantee nor any other party may retain a percentage of Grant funds as an administrative or other fee in connection with the Grant or the Project.

**Section 9: AUDIT:** The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least once during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement. A final monitoring audit will be conducted by the SCDOC after final submission of all reporting requirements.

**Section 10: CONFIDENTIAL INFORMATION:** Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the SCDOC shall remain confidential and not made available to any individual or organization by the Grantee without the prior written approval of the SCDOC.

**Section 11: DISCRIMINATION:** The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

**Section 12: MAINTENANCE OF RECORDS:** The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

**Section 13: SANCTIONS:** If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

**Section 14: APPLICABLE LAW:** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

**Section 15: APPROPRIATIONS:** Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the SCDOC to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the SCDOC. In such event, the SCDOC shall certify to the Grantee the fact that sufficient funds have not been made available to the SCDOC to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

**Section 16: COPYRIGHT:** No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The SCDOC shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

**Section 17: TERMS AND CONDITIONS:** The SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

**Section 18: REPORTING REQUIREMENTS:** The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC. Progress reports will be due ninety (90) days from the execution date of this Agreement and every ninety (90) days thereafter until completion of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 12 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

**Section 19: SEVERABILITY:** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date.

\_\_\_\_\_  
Date of Award

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

\_\_\_\_\_  
Chris Huffman  
Chief Financial Officer  
South Carolina Department of Commerce

\_\_\_\_\_  
Date

ACCEPTANCE FOR THE GRANTEE

\_\_\_\_\_  
Name  
Position  
Organization

\_\_\_\_\_  
Date

# Richland County Council Request for Action

**Subject:**

A Resolution approving the 2018 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina

**Notes:**



**Sidney J. Evering, II**  
*Counsel*  
Telephone: 803.253.8666  
Direct Fax: 803.255.8017  
sidneyevering@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

## Memorandum

**To:** Richland County Administration  
**From:** Sidney J. Evering, II  
**Date:** September 13, 2018  
**Re:** Village at Sandhill Improvement District

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The Village at Sandhill Improvement District (“District”) was created pursuant to an Assessment Ordinance adopted by Richland County Council (“County”) on March 2, 2004. The District was formed to provide a revenue source to pay for certain infrastructure improvements within the District. Additionally, in March 2004 the County issued \$25,000,000 of its revenue bonds to be repaid from assessments imposed on properties within the District.

On an annual basis it is necessary for the County to update the assessment roll, which list the properties within the District, and impose the appropriate amount of assessment on each property as required to make the principal and interest payments due on the bonds and pay the administration expenses of the District.

The County hired a consultant, Municap, Inc. (“Municap”), to annually prepare an updated assessment roll and inform the County as to the amount of assessment to be imposed on each property. The assessment roll is to be amended each year to reflect:

- the current parcels in the district
- the names of the owners of the parcels
- the assessment for each parcel (including any adjustments to the assessments)
- the annual payment to be collected from each parcel for the current year
- any changes in the annual assessments
- prepayments of the assessments
- any other changes to the assessment roll

PPAB 4439415v1

Parker Poe Adams & Bernstein LLP 1221 Main Street Suite 1100 Columbia, SC 29201  
t 803.255.8000 f 803.255.8017 www.parkerpoe.com

Upon receipt of an updated assessment roll and annual report from Municap (usually received in September), the County will need to do the following:

1. Have the Auditor's office review the annual report and confirm the properties reflected on the updated assessment roll and the amount of assessment;
2. Send a resolution amending the assessment roll and imposing the assessment for the year in question to the Economic Development Committee for its review and approval;
3. Have County Council adopt said resolution;
4. Have the Treasurer's office list the assessments on the property tax bills that are generated for the District.





ADOPTED IN A MEETING DULY ASSEMBLED THIS \_\_\_\_ DAY OF OCTOBER,  
2018.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Joyce Dickerson, Chair

(Seal)

ATTEST this the \_\_\_\_ day of October, 2018.

\_\_\_\_\_  
Clerk of Council

**VILLAGE AT SANDHILL IMPROVEMENT DISTRICT  
RICHLAND COUNTY, SOUTH CAROLINA**

**ANNUAL ASSESSMENT REPORT AND  
AMENDMENT OF THE ASSESSMENT ROLL FOR  
IMPOSITION OF ASSESSMENTS IN 2018 AND COLLECTION IN 2019**

Prepared By:

**MUNICAP, INC.**

Administrator of the Village at Sandhill Improvement District

September 11, 2018

**Village at Sandhill Improvement District  
Richland County, South Carolina**

**Annual Assessment Report and  
Amendment of the Assessment Roll for  
Imposition of Assessments in 2018 and Collection in 2019**

**INTRODUCTION**

The Village at Sandhill Improvement District (the “District”) was created pursuant to an Ordinance that was adopted by the Richland County Council on March 2, 2004 (the “Assessment Ordinance”), wherein the District was created and certain assessments were authorized to be imposed and collected within the District (the “Assessments”). The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, in the amount of \$25,000,000 were issued pursuant to (i) the Bond Ordinance, which was enacted by the Richland County Council on March 2, 2004, (ii) the County Public Works Improvement Act, codified as Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended, and (iii) a Master Trust Indenture, dated as of March 1, 2004, as supplemented by a First Supplemental Indenture of Trust, dated as of March 1, 2004, each by and between Richland County (the “County”) and Regions Bank, as trustee. The bonds are to be repaid from Assessments levied on each parcel of assessed property in the Village at Sandhill Improvement District (the “District”).

The Assessments have been imposed on the assessed property within the District pursuant to the Assessment Ordinance. As detailed within the Assessment Ordinance (including the “Assessment Roll” and the “Rate and Method of Apportionment of Assessments”) the Assessments are equal to the interest and principal on the bonds and estimated administrative expenses related to the bonds. The Assessments are due and payable each year as the Annual Assessment. An Annual Credit may be applied to the Annual Assessment each year. The resulting amount is equal to the Annual Payment, which is to be collected from the assessed property in the District.

As indicated in the Rate and Method of Apportionment of Assessments, the Assessment Roll is to be amended each year to reflect “(i) the current parcels in the district, (ii) the names of the owners of the parcels, (iii) the Assessment for each parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.” This report has been prepared to meet and record the required amendments to the Assessment Roll and to show the calculation of the 2018-2019 Annual Payment.

Capitalized but undefined terms used herein shall have the meaning as set forth in the Rate and Method of Apportionment of Assessments.

**ANNUAL ASSESSMENT**

The Annual Assessment is the portion of the Assessments due and payable each year on the Assessed Property with the District. The Annual Assessment imposed in 2018 for collection in 2019 is equal to \$1,712,811.00.

## ANNUAL PAYMENT

The Annual Payment is the amount due and payable from the Assessed Property within the District each year and is equal to the Annual Assessment less the Annual Credit. The Annual Credit is described in the next section.

## ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement.

## ANNUAL REVENUE REQUIREMENT

The Annual Revenue Requirement is defined as follows:

For any given year, the sum of the following, (1) regularly scheduled debt service on the bonds to be paid from the Annual Payments; (2) periodic costs associated with such bonds, including but not limited to rebate payments and credit enhancements on the bonds; and (3) Administrative Expenses; less (a) any credits applied under the bond indenture, such as interest earnings on any account balances, and (b) any other funds available to the district that may be applied to the Annual Revenue Requirement.

Table A provides a summary of the Annual Revenue Requirement for the 2018-2019 assessment year. Each of these numbers is explained in the following sections.

**Table A**  
**Annual Revenue Requirement 2018-2019 Assessment Year**

Interest payment on May 1, 2019	\$534,998.00
Interest payment on November 1, 2019	\$534,998.00
Principal payment on November 1, 2019	\$550,000.00
Total debt service payments	\$1,619,996.00
Administrative Expenses	\$49,000.00
Contingency	\$41,747.61
<i>Subtotal Expenses</i>	\$1,710,743.61
Reserve Fund investment income	(\$10,554.00)
Interest Fund	(\$136.73)
Principal Fund	(\$52.88)
Revenue Fund	\$0.00
<i>Subtotal Funds Available</i>	(\$10,743.61)
<b>Annual Revenue Requirement</b>	<b>\$1,700,000.00</b>

### Debt Service

Debt service includes the semi-annual interest payments due on May 1, 2019 and November 1, 2019. The outstanding Series 2004 Bonds have been reduced to a current balance of \$17,772,000.00. The outstanding Series 2004 Bonds will be reduced on November 1, 2018 by a regularly scheduled principal payment in the amount of \$514,000.00 which will reduce the balance to \$17,258,000.00. Accordingly, each semi-annual interest payment on the Series 2004 Bonds is

\$534,998.00 and represents interest at an annual coupon of 6.20 percent on the estimated outstanding bonds of \$17,258,000.00. There is a scheduled principal payment of \$550,000.00 on the bonds on November 1, 2019. As a result, total debt service is \$1,619,996.00.

#### Administrative Expenses

Administrative Expenses generally include the fees of the trustee, the Administrator of the District (MuniCap, Inc.) and the County's legal counsel, plus additional County expenditures. The annual fee of the trustee is estimated to be \$3,500.00. The cost of the Administrator for calendar year 2018 is estimated to be \$20,000.00. The cost of the County's bond counsel for calendar year 2018 is estimated to be \$12,500.00. The County's additional expenditures for calendar year 2019 are estimated to be \$13,000.00. As a result, total Administrative Expenses for calendar year 2019 are estimated to be \$49,000.00.

#### Contingency

A contingency, equal to approximately 2.5 percent of the sum of the annual debt service and specifically estimated Administrative Expenses, has been added in the event of unanticipated Administrative Expenses.

#### Reserve Fund Investment Income

As of July 31, 2018, the Series 2004 Reserve Fund balance was \$816,676.65, which is equal to the current reserve requirement of \$809,998.00 plus \$6,678.65 of investment income. Proceeds in the Series 2004 Reserve Fund earned approximately 1.44 percent per annum for the period ending June 30, 2018. Assuming the same yield and a Reserve Fund balance equal to the reserve requirement, investment income on the Series 2004 Reserve Fund through October 31, 2018 is estimated to equal \$3,875.35. The \$6,678.65 investment income and the estimated amount of investment income through October 31, 2018 may be utilized to meet debt service payments in 2019. As such, it is estimated that \$10,554.00 of investment income will be available to pay debt service for the 2018-2019 assessment year.

#### Revenue Fund

As of July 31, 2018, the balance in the Series 2004 Revenue Fund was \$744,786.77. Debt service expenses, including an interest payment and a principal payment on the Series 2004 Bonds, will be paid on November 1, 2018. The November 1, 2018 interest payment on the Series 2004 Bonds is \$550,932.00, which is equal to interest at 6.20 percent for six months on the current outstanding principal balance of \$17,772,000.00. The November 1, 2018 principal payment on the Series 2004 Bonds is \$514,000.00. As such, the total debt service to be paid on November 1, 2018 equals \$1,064,932.00, an amount that is greater than the current balance in the Revenue Fund. Therefore, Revenue Fund is estimated to have zero (\$0.00) available to pay debt service for the 2018-2019 assessment year.

The shortfall of funds in the Series 2004 Revenue Fund to meet the November 1, 2018 results from the delinquent payment of Assessments billed in prior year; additional information on the delinquent payments is provided on page 4 below.

### **CALCULATION OF THE ANNUAL CREDIT**

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement. A summary of the Annual Credit is shown in Table B below.

**Table B**  
**Annual Credit**

	<b>2018-19 Assessment Year</b>
Annual Assessment	\$1,712,811.00
Annual Revenue Requirement	\$1,700,000.00
<b>Annual Credit</b>	<b>\$12,811.00</b>

**CALCULATION OF THE ANNUAL PAYMENT**

The Annual Payment each year is equal to the Annual Assessment less the Annual Credit. The calculation of the Annual Payment is shown in Table C below.

**Table C**  
**Annual Payment**

	<b>2018-19 Assessment Year</b>
Annual Assessment	\$1,712,811.00
Annual Credit	\$12,811.00
<b>Annual Payment</b>	<b>\$1,700,000.00</b>

**ALLOCATION OF THE ANNUAL ASSESSMENT AND ANNUAL PAYMENT**

Both the Annual Assessment and Annual Payment are allocated to Parcels in the District pro rata in accordance with each Parcel's Principal Portion of Assessments (excluding the portion of the Parcel's Principal Portion of Assessments that has been billed in prior years and remains uncollected). Each Parcel's Annual Assessment and Annual Payment are shown on Appendix A-2, attached hereto.

**UNCOLLECTED ANNUAL PAYMENT FROM PRIOR YEARS**

The County reported on September 7, 2018 that with the exception of the outstanding Annual Payments specified in Table D below, all previously billed Annual Payments have been collected.

**Table D**  
**Unpaid Annual Payments from Prior Years**

<b>Parcel Identification</b>	<b>Tax Year</b>	<b>Owner</b>	<b>Amount</b>
22900-02-42	2013	Village at Sandhill, LLC	\$13,579.72
22900-02-47	2013	Village at Sandhill, LLC	\$11,894.84
22900-02-42	2014	Village at Sandhill, LLC	\$10,968.23
22900-02-42	2015	Village at Sandhill, LLC	\$13,603.94
22900-02-42	2016	Village at Sandhill, LLC	\$13,584.89
22900-02-42	2017	Saluda Dam, LLC	\$12,243.74
22911-01-01	2017	VAS Forum III LLC	\$14,159.33
22911-01-02	2017	VAS Forum III LLC	\$13,680.97
22900-02-05	2017	Village at Sandhill, LLC	\$19,771.83
22900-02-09A	2017	Village at Sandhill, LLC	\$36,078.35
22900-02-39	2017	Village at Sandhill, LLC	\$34,032.34
22900-02-40	2017	Village at Sandhill, LLC	\$1,974.80
22900-02-47	2017	Village at Sandhill, LLC	\$10,724.62
22900-02-58	2017	Village at Sandhill, LLC	\$19,082.91
22911-02-02	2017	Village at Sandhill, LLC	\$64,943.74
<b>Total</b>			<b>\$290,324.25</b>

As a result of the delinquent payments specified above, funds in the Series 2004 Reserve Fund may be utilized to meet the November 1, 2018 debt service payments.

**AMENDMENT OF THE ASSESSMENT ROLL**

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.

The required amendments to the Assessment Roll are explained below and shown in Appendix A-1 and Appendix A-2.

Apportionment of Assessments upon the Subdivision of a Parcel

According to the Rate and Method of Apportionment of Assessments, “Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be allocated to each new Parcel in proportion to the Equivalent Acres of each Parcel and the Assessment for the undivided Parcel prior to the subdivision. The allocation of the Assessment shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment of the new Parcel;
- B = the Assessment of the subdivided Parcel prior to the subdivision;
- C = the Equivalent Acres of the new Parcel; and
- D = the sum of the Equivalent Acres for all of the new Parcels that result from the subdivision.”

According to the Rate and Method of Apportionment of Assessments, Equivalent Acres are calculated by multiplying the estimated Net Acres by the appropriate factor. The appropriate factor to use is determined by the Class of the acreage. The Class of the acreage is determined by the expected use of the acreage (either retail, residential or office). This approach allows the assessment allocation to be based on “the value of the improvements contributed to each class of property,” as explained in the March 29, 2004 Assessment Report. This approach is consistent with how the Assessments were initially allocated.

This report has been prepared to record the allocation of the Assessments pursuant to the formula and calculation of Equivalent Acres described above.

On September 6, 2018, The County reported that since the last update to the Assessment Roll, only one Parcel, identified by the County as R22911-03-01, has been created. The County has provided information to determine no building or parking can be constructed on Parcel R22911-03-01. Therefore, in accordance with the Rate and Method of Apportionment of Assessments, the Equivalent Acres for Parcel R22911-03-01 equals zero. Consistent with the formula specified above, the Assessment for Parcel R22911-03-01 equal zero (\$0.00); that is, there is no allocation of the Assessment to this Parcel and correspondingly there is no impact to the Assessment on the parent Parcel of Parcel R22911-03-01. Parcel R22911-03-01 has been added to the Assessment Roll with an Assessment of zero (\$0.00).

#### Prepayments of the Assessments

There have been no prepayments of the Assessments since the prior version of this report.

#### Other Amendments to the Assessment Roll

The updated Assessment Roll, consisting of Appendix A-1 and Appendix A-2, reflects(i) the current Parcels in the District, (ii) the names of the owners of the Parcels (as reported by the County on September 6, 2018), (iii) the Assessment for each Parcel (including any adjustments to the Assessments described above), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments (including the Mandatory Assessment Prepayment described above), and (vii) any other changes to the Assessment Roll.

### **SUMMARY**

The current Parcels in the District, the names of the owners of those Parcels, the Assessment for each Parcel (including the adjustments to the Assessments), the Annual Payment to be collected from each Parcel for the 2018-2019 assessment year, the changes in the Annual Assessments and the effect of any prepayments of the Assessments are shown in the Annual Assessment Roll, as amended, in Appendices A-1 and A-2 attached hereto.

In order to comply with the County’s billing requirements, the Annual Payment on each Parcel has been rounded to the nearest cent. As a result of rounding, the aggregate Annual Payment billed to all Parcels for the 2018-2019 assessment year equals \$1,699,999.95.



Appendix A-1

ASSESSMENT ROLL  
ANNUAL ASSESSMENTS

Village of Sandhill Improvement District  
Richland County, South Carolina

Bond Year Ending Nov 1,	Principal	Interest and Administrative Expenses	Annual Assessment	Annual Credit	Annual Payment
2004	\$0	\$1,008,472	\$1,008,472	\$1,008,472	\$0
2005	\$0	\$1,650,000	\$1,650,000	\$1,595,000	\$55,000
2006	\$0	\$1,555,450	\$1,555,450	\$95,450	\$1,460,000
2007	\$286,000	\$1,555,450	\$1,841,450	\$141,450	\$1,700,000
2008	\$305,000	\$1,537,718	\$1,842,718	\$142,718	\$1,700,000
2009	\$324,000	\$1,518,808	\$1,842,808	\$92,808	\$1,750,000
2010	\$343,000	\$1,498,720	\$1,841,720	\$51,720	\$1,790,000
2011	\$366,000	\$1,477,454	\$1,843,454	\$18,454	\$1,825,000
2012	\$385,000	\$1,454,762	\$1,839,762	\$0	\$1,839,762
2013	\$413,000	\$1,430,892	\$1,843,892	\$0	\$1,843,892
2014	\$437,000	\$1,405,286	\$1,842,286	\$0	\$1,842,286
2015	\$432,000	\$1,279,867	\$1,711,867	\$223,867	\$1,488,000
2016	\$458,000	\$1,253,083	\$1,711,083	\$0	\$1,711,083
2017	\$484,000	\$1,224,687	\$1,708,687	\$0	\$1,708,687
2018	\$514,000	\$1,194,679	\$1,708,679	\$168,679	\$1,540,000
2019	\$550,000	\$1,162,811	\$1,712,811	\$12,811	\$1,700,000
2020	\$580,000	\$1,128,711	\$1,708,711		
2021	\$619,000	\$1,092,751	\$1,711,751		
2022	\$658,000	\$1,054,373	\$1,712,373		
2023	\$697,000	\$1,013,577	\$1,710,577		
2024	\$741,000	\$970,363	\$1,711,363		
2025	\$785,000	\$924,421	\$1,709,421		
2026	\$833,000	\$875,751	\$1,708,751		
2027	\$885,000	\$824,105	\$1,709,105		
2028	\$942,000	\$769,235	\$1,711,235		
2029	\$998,000	\$710,831	\$1,708,831		
2030	\$1,060,000	\$648,955	\$1,708,955		
2031	\$1,129,000	\$583,235	\$1,712,235		
2032	\$1,199,000	\$513,237	\$1,712,237		
2033	\$1,273,000	\$438,899	\$1,711,899		
2034	\$1,351,000	\$359,973	\$1,710,973		
2035	\$1,435,000	\$276,211	\$1,711,211		
2036	\$1,523,000	\$187,241	\$1,710,241		
<b>Total</b>	<b>\$22,005,000</b>	<b>\$34,580,008</b>	<b>\$56,585,008</b>	<b>\$3,551,429</b>	<b>\$23,953,710</b>

The principal amounts shown above reflect the actual principal payments to date and scheduled bond redemptions for future years but excludes the 2014 bond redemption from a mandatory assessment prepayment; see Appendix A-2 for the total amount of remaining Assessments and Principal Portion of Assessments, as well as each Parcel's remaining Assessment and Principal Portion of Assessments.

Village at Sandhill Improvement District

Appendix A-2

September 11, 2018 Special Assessment Roll

Tax Account Number	Owner (as reported by the County on September 6, 2018)	Total Assessment <sup>1</sup>	Principal Portion of Assessment <sup>1</sup>	2018-2019 Annual Assessment	2018-2019 Annual Credit	2018-2019 Annual Payment
R22900-02-05	Village at Sandhill, LLC	\$396,139.06	\$221,562.20	\$21,990.52	\$164.48	\$21,826.04
R22900-02-06	Plex Indoor Sports, LLC	\$1,232,516.30	\$689,351.42	\$68,419.60	\$511.75	\$67,907.86
R22900-02-07	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-08	Regal Cinemas, Inc.	\$1,267,019.08	\$708,648.97	\$70,334.93	\$526.07	\$69,808.85
R22900-02-09A	Village at Sandhill, LLC	\$709,918.41	\$404,292.40	\$40,126.89	\$300.13	\$39,826.76
R22900-02-09B	Village at Sandhill, LLC	\$527,125.95	\$294,823.70	\$29,261.88	\$218.86	\$29,043.02
R22900-02-10	HD Development of Maryland, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-11	VAS MOP, LLC	\$373,780.22	\$209,056.81	\$20,749.34	\$155.20	\$20,594.14
R22900-02-12	VAS MOP, LLC	\$358,445.64	\$200,480.12	\$19,898.08	\$148.83	\$19,749.25
R22900-02-13	Sandhill Columbia SC, LLC	\$2,072,084.16	\$1,158,925.17	\$115,025.80	\$860.34	\$114,165.46
R22900-02-14	Sandhill Columbia SC, LLC	\$929,658.48	\$519,961.80	\$51,607.32	\$386.00	\$51,221.32
R22900-02-15	CSMC 2006-C5 Retail, LLC	\$734,142.68	\$410,609.01	\$40,753.82	\$304.82	\$40,449.00
R22900-02-16	CSMC 2006-C5 Retail, LLC	\$1,173,094.82	\$656,116.75	\$65,120.99	\$487.07	\$64,633.92
R22900-02-17	CSMC 2006-C5 Retail, LLC	\$392,948.43	\$219,777.67	\$21,813.40	\$163.15	\$21,650.25
R22900-02-18	CSMC 2006-C5 Retail, LLC	\$437,035.32	\$244,435.65	\$24,260.76	\$181.46	\$24,079.30
R22900-02-19	CSMC 2006-C5 Retail, LLC	\$785,896.86	\$439,555.34	\$43,626.81	\$326.31	\$43,300.50
R22900-02-20	CSMC 2006-C5 Retail, LLC	\$147,595.26	\$82,550.64	\$8,193.33	\$61.28	\$8,132.05
R22900-02-21A	CSMC 2006-C5 Retail, LLC	\$1,525,790.00	\$853,380.60	\$84,699.85	\$633.51	\$84,066.34
R22900-02-21B	JC Penney Corporation, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-22	CSMC 2006-C5 Retail, LLC	\$153,345.73	\$85,766.89	\$8,512.55	\$63.67	\$8,448.88
R22900-02-23	Vas Forum II, LLC	\$1,201,847.15	\$672,198.04	\$66,717.09	\$499.01	\$66,218.08
R22900-02-24	VAS HG LL	\$329,693.32	\$184,398.82	\$18,301.98	\$136.89	\$18,165.09
R22900-02-26	Richland County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-27	VAS MOP, LLC	\$329,693.32	\$184,398.82	\$18,301.98	\$136.89	\$18,165.09
R22900-02-28	VAS MOP, LLC	\$264,521.38	\$147,947.89	\$14,684.14	\$109.83	\$14,574.31
R22900-02-33	Vas Outparcels II, LLC	\$410,199.82	\$229,426.44	\$22,771.07	\$170.32	\$22,600.75
R22900-02-34	GRG Investments, LLC	\$113,092.48	\$63,253.08	\$6,278.00	\$46.96	\$6,231.05
R22900-02-35	LACCBSC, LLC	\$1,173,094.82	\$656,116.75	\$65,120.99	\$487.07	\$64,633.92
R22900-02-36	Village at Sandhill Property Owners Ass.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-37	VAS Apartments, LLC	\$643,318.68	\$359,810.78	\$35,711.99	\$267.11	\$35,444.88

R22900-02-38	Columbia Commercial LLC	\$2,132,405.85	\$1,192,663.34	\$118,374.39	\$885.38	\$117,489.00
R22900-02-39	Village at Sandhill, LLC	\$681,856.08	\$381,364.90	\$37,851.28	\$283.11	\$37,568.17
R22900-02-40	Village at Sandhill, LLC	\$39,566.12	\$22,129.49	\$2,196.40	\$16.43	\$2,179.97
R22900-02-41	TMW and Associates, LLC	\$93,639.81	\$52,373.13	\$5,198.15	\$38.88	\$5,159.27
R22900-02-42	Village at Sandhill, LLC	\$245,309.92	\$137,202.85	\$13,617.68	\$101.85	\$13,515.82
R22900-02-43	Village at Sandhill, LLC	\$360,362.46	\$201,552.20	\$20,004.49	\$149.62	\$19,854.86
R22900-02-44	Village at Sandhill Property Owners Ass.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-46	Village at Sandhill, LLC	\$212,598.38	\$118,907.15	\$11,801.79	\$88.27	\$11,713.52
R22900-02-47	Village at Sandhill, LLC	\$214,873.51	\$120,179.64	\$11,928.09	\$89.22	\$11,838.87
R22900-02-48	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-49	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-50	Bond Street Fund 14, LLC	\$124,991.78	\$69,908.42	\$6,938.56	\$51.90	\$6,886.66
R22900-02-51	SBLP Columbia, LLC	\$789,794.71	\$446,204.51	\$44,286.75	\$331.24	\$43,955.51
R22900-02-52	Village at Sandhill, LLC	\$37,267.44	\$20,843.83	\$2,068.79	\$15.47	\$2,053.32
R22900-02-53	Village at Sandhill, LLC	\$97,999.56	\$54,811.55	\$5,440.16	\$40.69	\$5,399.47
R22900-02-54	Village at Sandhill, LLC	\$96,619.28	\$54,039.56	\$5,363.54	\$40.12	\$5,323.43
R22900-02-55	Village at Sandhill, LLC	\$93,858.73	\$52,495.57	\$5,210.30	\$38.97	\$5,171.33
R22900-02-56	Village at Sandhill, LLC	\$53,830.74	\$30,107.76	\$2,988.26	\$22.35	\$2,965.91
R22900-02-57	Village at Sandhill, LLC	\$205,661.04	\$115,027.06	\$11,416.68	\$85.39	\$11,331.29
R22900-02-58	Village at Sandhill, LLC	\$382,336.30	\$213,842.26	\$21,224.30	\$158.75	\$21,065.55
R22900-02-61	Columbia Commercial LLC	\$303,310.67	\$169,642.90	\$16,837.42	\$125.94	\$16,711.48
R22900-02-62	Columbia Commercial LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22908-06-01	Richland County School District Two	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-01-01	VAS Forum III, LLC	\$283,689.59	\$158,668.76	\$15,748.21	\$117.79	\$15,630.42
R22911-01-02	Palmetto Utilites, Inc.	\$274,105.49	\$153,308.32	\$15,216.18	\$113.81	\$15,102.37
R22911-02-01	Richland County School District Two	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-02-02	Village at Sandhill, LLC	\$1,277,906.35	\$727,756.62	\$72,231.40	\$540.26	\$71,691.14
R22911-03-01	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22912-01-01	Village at Sandhill, LLC	\$1,025,038.65	\$583,750.65	\$57,938.50	\$433.35	\$57,505.15
R22982-01-01	Columbia Commercial LLC	\$20,708.82	\$11,582.53	\$1,149.59	\$8.60	\$1,140.99
R22982-01-02	Columbia Commercial LLC	\$21,431.17	\$11,986.54	\$1,189.69	\$8.90	\$1,180.79
R22982-02-01	Vas Scu, LLC	\$2,298.21	\$1,285.40	\$127.58	\$0.95	\$126.62
R22982-02-02	Redus One LLC	\$2,298.21	\$1,285.40	\$127.58	\$0.95	\$126.62
R22982-02-03	Redus One LLC	\$1,913.08	\$1,070.00	\$106.20	\$0.79	\$105.41
R22982-02-04	Redus One LLC	\$2,104.60	\$1,177.11	\$116.83	\$0.87	\$115.96
R22982-02-05	Redus One LLC	\$2,104.60	\$1,177.11	\$116.83	\$0.87	\$115.96
R22982-02-06	Redus One LLC	\$1,890.19	\$1,057.19	\$104.93	\$0.78	\$104.14
R22982-02-07	Redus One LLC	\$2,296.12	\$1,284.23	\$127.46	\$0.95	\$126.51

R22982-02-08	Redus One LLC	\$2,360.66	\$1,320.32	\$131.05	\$0.98	\$130.06
R22982-02-09	Redus One LLC	\$3,089.26	\$1,727.83	\$171.49	\$1.28	\$170.21
R22982-02-10	Redus One LLC	\$2,296.12	\$1,284.23	\$127.46	\$0.95	\$126.51
R22982-02-11	Redus One LLC	\$1,890.19	\$1,057.19	\$104.93	\$0.78	\$104.14
R22982-02-12	Redus One LLC	\$2,104.60	\$1,177.11	\$116.83	\$0.87	\$115.96
R22982-02-13	Redus One LLC	\$2,104.60	\$1,177.11	\$116.83	\$0.87	\$115.96
R22982-02-14	Redus One LLC	\$1,911.01	\$1,068.83	\$106.08	\$0.79	\$105.29
R22982-02-15	Redus One LLC	\$2,298.21	\$1,285.40	\$127.58	\$0.95	\$126.62
R22982-02-16	Redus One LLC	\$1,557.12	\$870.90	\$86.44	\$0.65	\$85.79
R22982-03-01	Redus One LLC	\$2,298.21	\$1,285.40	\$127.58	\$0.95	\$126.62
R22982-03-02	Redus One LLC	\$2,298.21	\$1,285.40	\$127.58	\$0.95	\$126.62
R22982-03-03	Redus One LLC	\$1,913.08	\$1,070.00	\$106.20	\$0.79	\$105.41
R22982-03-04	Redus One LLC	\$2,104.60	\$1,177.11	\$116.83	\$0.87	\$115.96
R22982-03-05	Redus One LLC	\$2,104.60	\$1,177.11	\$116.83	\$0.87	\$115.96
R22982-03-06	Redus One LLC	\$1,890.19	\$1,057.19	\$104.93	\$0.78	\$104.14
R22982-03-07	Redus One LLC	\$2,296.12	\$1,284.23	\$127.46	\$0.95	\$126.51
R22982-03-08	Bass Machalis S ETAL	\$2,360.66	\$1,320.32	\$131.05	\$0.98	\$130.06
R22982-03-09	Redus One LLC	\$3,089.26	\$1,727.83	\$171.49	\$1.28	\$170.21
R22982-03-10	Redus One LLC	\$2,296.12	\$1,284.23	\$127.46	\$0.95	\$126.51
R22982-03-11	Mofor, Achu	\$1,890.19	\$1,057.19	\$104.93	\$0.78	\$104.14
R22982-03-12	Redus One LLC	\$2,104.60	\$1,177.11	\$116.83	\$0.87	\$115.96
R22982-03-13	Redus One LLC	\$2,104.60	\$1,177.11	\$116.83	\$0.87	\$115.96
R22982-03-14	Redus One LLC	\$1,913.08	\$1,070.00	\$106.20	\$0.79	\$105.41
R22982-03-15	Redus One LLC	\$2,298.21	\$1,285.40	\$127.58	\$0.95	\$126.62
R22982-03-16	Vas Scu, LLC	\$1,557.12	\$870.90	\$86.44	\$0.65	\$85.79
R22982-04-01	Columbia Commercial LLC	\$21,569.08	\$12,063.67	\$1,197.35	\$8.96	\$1,188.39
R22982-04-02	Columbia Commercial LLC	\$19,013.39	\$10,634.27	\$1,055.47	\$7.89	\$1,047.58
R22982-05-01	Redus One LLC	\$2,349.28	\$1,313.96	\$130.41	\$0.98	\$129.44
R22982-05-02	Redus One LLC	\$2,349.28	\$1,313.96	\$130.41	\$0.98	\$129.44
R22982-05-03	Redus One LLC	\$1,955.60	\$1,093.78	\$108.56	\$0.81	\$107.75
R22982-05-04	Redus One LLC	\$2,151.37	\$1,203.27	\$119.43	\$0.89	\$118.53
R22982-05-05	Redus One LLC	\$2,151.37	\$1,203.27	\$119.43	\$0.89	\$118.53
R22982-05-06	Redus One LLC	\$1,932.20	\$1,080.68	\$107.26	\$0.80	\$106.46
R22982-05-07	Redus One LLC	\$2,347.14	\$1,312.77	\$130.30	\$0.97	\$129.32
R22982-05-08	Redus One LLC	\$2,413.12	\$1,349.67	\$133.96	\$1.00	\$132.96
R22982-05-09	Redus One LLC	\$3,179.19	\$1,778.13	\$176.48	\$1.32	\$175.16
R22982-05-10	Redus One LLC	\$2,347.14	\$1,312.77	\$130.30	\$0.97	\$129.32

R22982-05-11	Redus One LLC	\$1,932.20	\$1,080.68	\$107.26	\$0.80	\$106.46
R22982-05-12	Redus One LLC	\$2,151.37	\$1,203.27	\$119.43	\$0.89	\$118.53
R22982-05-13	Redus One LLC	\$2,151.37	\$1,203.27	\$119.43	\$0.89	\$118.53
R22982-05-14	Redus One LLC	\$1,955.60	\$1,093.78	\$108.56	\$0.81	\$107.75
R22982-05-15	Redus One LLC	\$2,349.28	\$1,313.96	\$130.41	\$0.98	\$129.44
R22982-05-16	Redus One LLC	\$1,591.72	\$890.26	\$88.36	\$0.66	\$87.70
R22982-06-01	Redus One LLC	\$2,349.28	\$1,313.96	\$130.41	\$0.98	\$129.44
R22982-06-02	Redus One LLC	\$2,349.28	\$1,313.96	\$130.41	\$0.98	\$129.44
R22982-06-03	Redus One LLC	\$1,955.60	\$1,093.78	\$108.56	\$0.81	\$107.75
R22982-06-04	Redus One LLC	\$2,151.37	\$1,203.27	\$119.43	\$0.89	\$118.53
R22982-06-05	Redus One LLC	\$2,151.37	\$1,203.27	\$119.43	\$0.89	\$118.53
R22982-06-06	Redus One LLC	\$1,932.20	\$1,080.68	\$107.26	\$0.80	\$106.46
R22982-06-07	Redus One LLC	\$2,347.14	\$1,312.77	\$130.30	\$0.97	\$129.32
R22982-06-08	Redus One LLC	\$2,413.12	\$1,349.67	\$133.96	\$1.00	\$132.96
R22982-06-09	Redus One LLC	\$3,157.90	\$1,766.23	\$175.30	\$1.31	\$173.99
R22982-06-10	Redus One LLC	\$2,347.14	\$1,312.77	\$130.30	\$0.97	\$129.32
R22982-06-11	Redus One LLC	\$1,932.20	\$1,080.68	\$107.26	\$0.80	\$106.46
R22982-06-12	Redus One LLC	\$2,151.37	\$1,203.27	\$119.43	\$0.89	\$118.53
R22982-06-13	Redus One LLC	\$2,151.37	\$1,203.27	\$119.43	\$0.89	\$118.53
R22982-06-14	Redus One LLC	\$1,955.60	\$1,093.78	\$108.56	\$0.81	\$107.75
R22982-06-15	Redus One LLC	\$2,349.28	\$1,313.96	\$130.41	\$0.98	\$129.44
R22982-06-16	Redus One LLC	\$1,591.72	\$890.26	\$88.36	\$0.66	\$87.70
R22982-07-01	Columbia Commercial LLC	\$13,988.07	\$7,823.59	\$776.51	\$5.81	\$770.70
R22982-07-02	Columbia Commercial LLC	\$13,059.42	\$7,304.19	\$724.96	\$5.42	\$719.53
R22982-08-01	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-08-02	Redus One LLC	\$1,763.99	\$986.61	\$97.92	\$0.73	\$97.19
R22982-08-03	Redus One LLC	\$1,494.30	\$835.77	\$82.95	\$0.62	\$82.33
R22982-08-04	Redus One LLC	\$1,628.42	\$910.78	\$90.40	\$0.68	\$89.72
R22982-08-05	Redus One LLC	\$1,628.42	\$910.78	\$90.40	\$0.68	\$89.72
R22982-08-06	Redus One LLC	\$1,475.35	\$825.17	\$81.90	\$0.61	\$81.29
R22982-08-07	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-08-08	Redus One LLC	\$1,801.90	\$1,007.81	\$100.03	\$0.75	\$99.28
R22982-08-09	Redus One LLC	\$2,350.05	\$1,314.40	\$130.46	\$0.98	\$129.48
R22982-08-10	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-08-11	Redus One LLC	\$1,475.35	\$825.17	\$81.90	\$0.61	\$81.29
R22982-08-12	Redus One LLC	\$1,628.42	\$910.78	\$90.40	\$0.68	\$89.72
R22982-08-13	Redus One LLC	\$1,628.42	\$910.78	\$90.40	\$0.68	\$89.72

R22982-08-14	Vas Condominium, LLC	\$1,494.30	\$835.77	\$82.95	\$0.62	\$82.33
R22982-08-15	Vas Condominium, LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-08-16	Vas Condominium, LLC	\$1,243.55	\$695.52	\$69.03	\$0.52	\$68.52
R22982-09-01	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-09-02	Redus One LLC	\$1,763.99	\$986.61	\$97.92	\$0.73	\$97.19
R22982-09-03	Redus One LLC	\$1,494.30	\$835.77	\$82.95	\$0.62	\$82.33
R22982-09-04	Redus One LLC	\$1,628.42	\$910.78	\$90.40	\$0.68	\$89.72
R22982-09-05	Redus One LLC	\$1,628.42	\$910.78	\$90.40	\$0.68	\$89.72
R22982-09-06	Redus One LLC	\$1,475.35	\$825.17	\$81.90	\$0.61	\$81.29
R22982-09-07	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-09-08	Redus One LLC	\$1,801.90	\$1,007.81	\$100.03	\$0.75	\$99.28
R22982-09-09	Redus One LLC	\$2,350.05	\$1,314.40	\$130.46	\$0.98	\$129.48
R22982-09-10	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-09-11	Redus One LLC	\$1,475.35	\$825.17	\$81.90	\$0.61	\$81.29
R22982-09-12	Redus One LLC	\$1,628.42	\$910.78	\$90.40	\$0.68	\$89.72
R22982-09-13	Redus One LLC	\$1,628.42	\$910.78	\$90.40	\$0.68	\$89.72
R22982-09-14	Redus One LLC	\$1,494.30	\$835.77	\$82.95	\$0.62	\$82.33
R22982-09-15	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-09-16	Redus One LLC	\$1,243.55	\$695.52	\$69.03	\$0.52	\$68.52
R22982-10-01	Redus One LLC	\$1,752.34	\$980.09	\$97.28	\$0.73	\$96.55
R22982-10-02	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-10-03	Redus One LLC	\$1,494.30	\$835.77	\$82.95	\$0.62	\$82.33
R22982-10-04	Redus One LLC	\$2,277.16	\$1,273.63	\$126.41	\$0.95	\$125.46
R22982-10-05	Redus One LLC	\$2,277.16	\$1,273.63	\$126.41	\$0.95	\$125.46
R22982-10-06	Redus One LLC	\$1,475.35	\$825.17	\$81.90	\$0.61	\$81.29
R22982-10-07	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-10-08	Redus One LLC	\$2,577.48	\$1,441.59	\$143.08	\$1.07	\$142.01
R22982-10-09	Redus One LLC	\$3,253.92	\$1,819.93	\$180.63	\$1.35	\$179.28
R22982-10-10	Redus One LLC	\$1,752.34	\$980.09	\$97.28	\$0.73	\$96.55
R22982-10-11	Redus One LLC	\$1,475.35	\$825.17	\$81.90	\$0.61	\$81.29
R22982-10-12	Redus One LLC	\$2,269.88	\$1,269.55	\$126.01	\$0.94	\$125.06
R22982-10-13	Redus One LLC	\$2,269.88	\$1,269.55	\$126.01	\$0.94	\$125.06
R22982-10-14	Redus One LLC	\$1,494.30	\$835.77	\$82.95	\$0.62	\$82.33
R22982-10-15	Redus One LLC	\$1,753.79	\$980.90	\$97.36	\$0.73	\$96.63
R22982-10-16	Redus One LLC	\$1,242.09	\$694.71	\$68.95	\$0.52	\$68.44
R22982-11-01	Redus One LLC	\$13,328.57	\$7,454.73	\$739.90	\$5.53	\$734.36
R22982-11-02	Redus One LLC	\$13,148.04	\$7,353.75	\$729.88	\$5.46	\$724.42

R22982-12-01	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-12-02	Redus One LLC	\$1,775.97	\$993.31	\$98.59	\$0.74	\$97.85
R22982-12-03	Redus One LLC	\$1,504.44	\$841.44	\$83.51	\$0.62	\$82.89
R22982-12-04	Redus One LLC	\$1,639.46	\$916.96	\$91.01	\$0.68	\$90.33
R22982-12-05	Redus One LLC	\$1,639.46	\$916.96	\$91.01	\$0.68	\$90.33
R22982-12-06	Redus One LLC	\$1,485.35	\$830.77	\$82.46	\$0.62	\$81.84
R22982-12-07	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-12-08	Redus One LLC	\$1,814.13	\$1,014.65	\$100.71	\$0.75	\$99.95
R22982-12-09	Redus One LLC	\$2,366.00	\$1,323.31	\$131.34	\$0.98	\$130.36
R22982-12-10	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-12-11	Redus One LLC	\$1,485.35	\$830.77	\$82.46	\$0.62	\$81.84
R22982-12-12	Redus One LLC	\$1,639.46	\$916.96	\$91.01	\$0.68	\$90.33
R22982-12-13	Redus One LLC	\$1,639.46	\$916.96	\$91.01	\$0.68	\$90.33
R22982-12-14	Redus One LLC	\$1,504.44	\$841.44	\$83.51	\$0.62	\$82.89
R22982-12-15	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-12-16	Redus One LLC	\$1,251.98	\$700.24	\$69.50	\$0.52	\$68.98
R22982-13-01	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-13-02	Redus One LLC	\$1,775.97	\$993.31	\$98.59	\$0.74	\$97.85
R22982-13-03	Redus One LLC	\$1,504.44	\$841.44	\$83.51	\$0.62	\$82.89
R22982-13-04	Redus One LLC	\$1,639.46	\$916.96	\$91.01	\$0.68	\$90.33
R22982-13-05	Redus One LLC	\$1,639.46	\$916.96	\$91.01	\$0.68	\$90.33
R22982-13-06	Redus One LLC	\$1,485.35	\$830.77	\$82.46	\$0.62	\$81.84
R22982-13-07	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-13-08	Redus One LLC	\$1,814.13	\$1,014.65	\$100.71	\$0.75	\$99.95
R22982-13-09	Redus One LLC	\$2,366.00	\$1,323.31	\$131.34	\$0.98	\$130.36
R22982-13-10	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-13-11	Redus One LLC	\$1,485.35	\$830.77	\$82.46	\$0.62	\$81.84
R22982-13-12	Redus One LLC	\$1,639.46	\$916.96	\$91.01	\$0.68	\$90.33
R22982-13-13	Redus One LLC	\$1,639.46	\$916.96	\$91.01	\$0.68	\$90.33
R22982-13-14	Redus One LLC	\$1,504.44	\$841.44	\$83.51	\$0.62	\$82.89
R22982-13-15	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-13-16	Redus One LLC	\$1,251.98	\$700.24	\$69.50	\$0.52	\$68.98
R22982-14-01	Redus One LLC	\$1,764.23	\$986.74	\$97.94	\$0.73	\$97.20
R22982-14-02	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-14-03	Redus One LLC	\$1,504.44	\$841.44	\$83.51	\$0.62	\$82.89
R22982-14-04	Redus One LLC	\$2,292.62	\$1,282.27	\$127.27	\$0.95	\$126.32
R22982-14-05	Redus One LLC	\$2,292.62	\$1,282.27	\$127.27	\$0.95	\$126.32

R22982-14-06	Redus One LLC	\$1,485.35	\$830.77	\$82.46	\$0.62	\$81.84
R22982-14-07	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-14-08	Redus One LLC	\$2,594.97	\$1,451.38	\$144.05	\$1.08	\$142.97
R22982-14-09	Redus One LLC	\$3,276.00	\$1,832.28	\$181.86	\$1.36	\$180.50
R22982-14-10	Redus One LLC	\$1,764.23	\$986.74	\$97.94	\$0.73	\$97.20
R22982-14-11	Redus One LLC	\$1,485.35	\$830.77	\$82.46	\$0.62	\$81.84
R22982-14-12	Redus One LLC	\$2,285.27	\$1,278.16	\$126.86	\$0.95	\$125.91
R22982-14-13	Redus One LLC	\$2,285.27	\$1,278.16	\$126.86	\$0.95	\$125.91
R22982-14-14	Redus One LLC	\$1,504.44	\$841.44	\$83.51	\$0.62	\$82.89
R22982-14-15	Redus One LLC	\$1,765.69	\$987.56	\$98.02	\$0.73	\$97.28
R22982-14-16	Redus One LLC	\$1,250.51	\$699.42	\$69.42	\$0.52	\$68.90
R23000-05-01	First Citizens Bank & Trust	\$316,275.57	\$176,894.22	\$17,557.13	\$131.32	\$17,425.81
R23000-05-02	Branch Sandhill Associates LP	\$2,334,688.72	\$1,305,800.97	\$129,603.54	\$969.37	\$128,634.17
R23000-05-03	Branch Sandhill Investors LP	\$237,685.88	\$132,938.69	\$13,194.45	\$98.69	\$13,095.76
R23000-05-04	VAS OP 19 LLC	\$70,922.40	\$39,667.19	\$3,937.05	\$29.45	\$3,907.61
R23000-05-05	VAS MOP, LLC	\$440,868.97	\$246,579.82	\$24,473.57	\$183.05	\$24,290.52
R23000-05-06	VAS MOP, LLC	\$237,685.88	\$132,938.69	\$13,194.45	\$98.69	\$13,095.76
	<b>Total</b>	<b>\$30,791,849.81</b>	<b>\$17,257,169.78</b>	<b>\$1,712,811.00</b>	<b>\$12,811.00</b>	<b>\$1,700,000.00</b>

<sup>1</sup> The amounts indicated exclude any prior year, unpaid Annual Payments (as of September 7, 2018, prior year Annual Payments were outstanding for ten parcels).





# TRANSPORTATION PROGRAM

## Memo

To: Dr. John M. Thompson, Ph.D., MBA, CPM  
From: David Beaty, P.E.  
Date: September 5, 2018  
Re: Richland County Dirt Road Program – Review of Program and Recommendations  
Moving Forward

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It is the intent of this memorandum to provide an overview of the status of the Richland County Dirt Road Paving Program (PROGRAM) per recent review by the Program Development Team (PDT) and to provide recommendations regarding the path forward.

The Richland County Dirt Road Paving Program, included in the 2012 Penny Sales Tax Referendum in the amount of \$45 Million, prioritized the county's dirt road inventory for paving into a Program Start, Years 1 & 2, Years 3 & 4 and Unfunded categories. The Program Start category included those dirt road projects that had previously been designed and were ready for construction, while those roads included in the other categories had no project development begun to-date. Richland County has previously contracted with Dennis Corporation, Mead & Hunt, Inc. and the remaining four On-Call Engineering Teams (OET's) comprising of CECS, Inc., Parrish & Partners, LLC, Cox & Dinkins, Inc. and Holt Consulting Company, LLC to manage, design and acquire necessary rights-of-way for the Years 1 & 2 and Years 3 & 4 prioritized projects. Below is a brief history of the Dirt Road Paving Program and summary of the status of previous and current contracts.

The development of a dirt road paving prioritization list was the first phase of work conducted by Richland County staff related to the PROGRAM. A listing of all dirt roads within the County was provided to staff by Richland County Public Works, including information related to lengths, rights-of-way (as available) and numbers of residences and businesses accessing each dirt road. Prioritization was then developed by staff per the criteria and procedures as established by the Richland County Dirt Road Paving Ordinances (Section 21-20). A "cost per occupant" was calculated for each road establishing the list of priority, ranked by cost per occupant. In order to equitably distribute funding throughout the entire county, funding for each district was pro-rated as a function of the district dirt road mileage and total program funding. This priority listing



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and ranking was then utilized by County staff to develop the Program Start, Years 1 & 2, Years 3 & 4 and Unfunded program distributions.

Initial priority was given to those roads in the Program Start category, a total of 37 roads. These roads were previously designed by others (prior to the 2012 Sales Tax Program) and were ready to move forward with rights-of-way acquisitions and then procurement. Of the 37 roads included in the Program Start category, 30 roads were constructed under Dirt Road Paving Packages B, C, D and E. Dirt Road Paving Package A was cancelled due to high bids and those roads included in the package moved to Package B. The remaining 7 roads in this category were removed due to property owner refusals.

## Dennis Corporation (Years 1 & 2):

Richland County contracted with Dennis Corporation to provide Program Management services for the Dirt Road Paving Program for the Years 1 & 2 prioritized projects, with the potential for contract extension to include the Years 3 & 4 projects. This contract included program management (program budget, scheduling, quality control / quality assurance, etc), surveys, design, rights-of-way acquisitions and other necessary services to develop the projects to the construction stage. Richland County staff were responsible for the management of this contract. The contract included (144) dirt roads to be developed over the first two years of the program; however, Richland County chose not to renew this contract in 2017. No work has been progressed on the projects included in this contract upon expiration of the contract. Table 1 below summarizes the status of the roads included in this contract.



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Table 1: Status Summary of Dennis Corporation Years 1 & 2 Contract

Roads Status	No. of Roads
Roads Dropped from Consent-Denial Process	41
Roads Constructed To-Date	
Package F	1
Package G	2
Package H	5
Transportation Improvement Contract No. 1	14
Roads Assigned to Mead & Hunt, Inc (see section immediately below)	39
Roads Remaining (see note*)	42
Total Projects	144

\*Note: The remaining 42 dirt roads included in this contract are in various stages of project development, rights-of-way acquisitions, permitting and / or utility coordination. No work has been progressed (management or design) on the projects included in this contract upon expiration of the contract.

Mead & Hunt, Inc. (39 Dirt Roads) (Years 1 & 2):

Richland County contracted with Mead & Hunt, Inc. in 2017 to develop (39) dirt roads included in the Years 1 & 2 category that had not begun development to-date or had not been developed past the preliminary design stage (30% completion). The contract included design, rights-of-way acquisitions, and other necessary services to develop the projects to the construction stage. Richland County staff were responsible for all program and contract management associated with this contract. The roads included in this contract were split into three separate groupings with Richland County providing Notices to Proceed on each group as the previous group was developed to a certain stage. This contract is currently active. Table 2 below summarizes the status of the roads included in this contract.



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Table 2: Status Summary of Mead & Hunt, Inc Years 1 & 2 Contract (39 Dirt Roads)

Roads Status	No. of Roads
Under Construction / Construction Complete	5
Ready for Construction	12
Roads On-Hold (see note**)	8
In R/W Negotiations	6
In Design / Permitting	8
Total	39

\*\*Note: Roads On-hold include those that have issues specific to rights-of-way acquisitions (heir's properties, property owner refusals, etc).

OET Dirt Roads Contracts (Years 3 & 4):

Richland County contracted with the On-Call Engineering Teams (OET's) to develop (50) of the Years 3 & 4 prioritized dirt roads in January 2018. Each OET received (10) roads to develop and Richland County contracted with Mead & Hunt, Inc. to provide quality assurance / quality control of all plan / project deliverables associated with this contract. Richland County staff were responsible for all contract management associated with this contract. This contract is currently active. Table 3 below summarizes the status of the roads included in this contract.

Table 3: Status Summary of OET Dirt Roads Contracts (Years 3 & 4)

Roads Status	No. of Roads
Roads Dropped from Consent-Denial Process	11
Under Construction / Construction Complete	0
Ready for Construction	0
Roads On-Hold (see note***)	28
In Design / Permitting	11
Total	50

\*\*\*Note: Roads On-hold include those with design and / or environmental issues encountered, and those on-hold pending rights-of-way acquisition decision (fee simple or easements)



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A total of 56 roads have been constructed, or are under contract for construction, since the inception of the PROGRAM. Thirty (30) of the 56 were included in the Program Start category. Included with a review of the previous contracts and project status, a review of the PROGRAM funding was also conducted. To-date, approximately \$20 million has been committed; this value includes all contracts related to program management, design, rights-of-way acquisitions and construction-related activities. The 2012 Penny Sales Tax included a total funding of \$45 million for dirt roads, leaving a total of \$25 million remaining.

Prior to June 5, 2018, the PDT was tasked and contracted by Richland County to provide final design plan reviews, procurement and construction inspections of projects designed by others; Richland County staff was responsible for all other aspects of the PROGRAM, including contract and consultant management, project management, etc. On June 5, 2018, Richland County Council directed that the PDT begin providing program management services of the Dirt Road Paving Program. These services include the following; management of On-Call Engineering Teams (OET's), schedule updates, coordination with County staff and departments, program review and recommendations and continued procurement and construction inspection services, etc. The PDT has not been directed to conduct design or rights-of-way acquisition services; these activities will continue to be contracted between Richland County and OET's and managed by the PDT.

Other miscellaneous issues related to the PROGRAM have been discovered, or brought to the attention of the PDT during the current PROGRAM review as discussed above. These additional issues are discussed below.

In July 2018, Richland County staff held an internal meeting to discuss rights-of-way acquisitions and processes related to the PROGRAM. Resulting from this meeting, it was relayed to the PDT that all acquisitions related to the PROGRAM should be obtained through dedicated, fee simple rights-of-way instead of by easements. This direction was a contradiction given to the OET's by previous Richland County staff. Per this direction, the PDT told all OET's to cease all acquisition services pending a discussion and decision on the matter. The PDT held a meeting with Richland County staff on August 20, 2018 including personnel from Public Works, Assessor's Office, Legal and Transportation to discuss this matter. As a result of the meeting, it was determined that the decision should be made as a matter of policy; however, either fee simple rights-of-way or rights-of-way by easement would suffice for the County's needs regarding making improvements future maintenance related to the dirt roads. Per Richland County ordinances, it was intended that all rights-of-way for dirt road paving is to be acquired through dedication by adjacent landowners instead of direct compensation for the necessary rights-of-way areas. The ordinances do allow



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for compensation and / or condemnation; however, these would need to be exceptional instances and must be brought forth and approved by County Council (Section 21-23). No condemnations or compensations have been utilized in this PROGRAM to-date. See Exhibit A below for a table of easement versus fee simple rights-of-way comparisons.

Exhibit A: Easements vs. Fee Simple Rights-of-Way Comparisons

Easements	
Pros	Cons
Easier to obtain	
Landowner retains ownership of all areas	
County obtains all necessary rights for improvements & maintenance	
Fee Simple	
Pros	Cons
County obtains full ownership of areas for perpetuity	More difficult & time-consuming (cost to County) to obtain
	Has greater potential to affect schedules and / or cause projects to be dropped

Also discussed at the August 20, 2018 meeting was the County’s desire to acquire a minimum 50 foot total right-of-way for all dirt roads, excepting unusual circumstances. It was determined that all future dirt roads to be developed would show a 50 foot total right-of-way and coordinate any exceptions to this width through the Public Works department for their concurrence prior to any acquisition activities.

Upon review of the priority listing, and upon field and desk-top level reviews, some of the roads listed for paving do not seem to meet the criteria as established by the County’s ordinance, while other roads not on the priority listing seem to be more worthy candidates for paving, instead. For example, upon a recent field review of a road, Breazio Road, it was observed that this road had not been maintained by the County in a very long time – trees and brush were beginning to grow up within the travel-way; thus the existing roadway was impassable by a vehicle. No homes or businesses were accessed from this road. However, upon review of the priority and ranking criteria for this road, a home was noted as accessing this road, thus giving it a ranking. Other roads have been observed to only service homes that are currently abandoned, or inhabitable. Another issue that has been observed is that some of the dirt roads of higher priority are roads



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that intersect other longer dirt roads that are currently un-funded. Should these roads move forward, then a person would travel from a paved road to a dirt road and then on to another paved road. Therefore, it is recommended that these instances be brought forth to the attention of the Dirt Road Ad Hoc Committee for direction in the future.

## **RECOMMENDATIONS:**

Upon review of the overall status of the previous and existing contracts and in an effort to align the PROGRAM with remaining funding, the following are recommendations for moving forward:

- Acquire all new rights-of-way as an easement, instead of fee simple.
- PDT to conduct a thorough review of the remaining (42) dirt roads included in the Dennis Corporation Years 1 & 2 contract to determine the specific status of each project and move them forward to construction. It is likely that these projects will require that a contract be procured with OET's to complete this work.
- Continue to develop construction packages and bid documents for those dirt roads that are completed as part of the Mead & Hunt, Inc. 39 Dirt Roads contract. It is our understanding that some of these projects could be let for construction within a few months.
- Continue to develop current projects included in the OET Years 3 & 4 contracts.
- (56) roads have been constructed to-date for a total committed cost of approximately \$20 million. Based on the available funding of approximately \$25 million, it is estimated that all of the projects that are currently in development, along with the (42) roads included in the previous Dennis Corporation contract can be developed into construction projects. It is recommended to defer any new design contracts until it can be verified that all currently contracted projects can be constructed.

## **APPENDICES:**

Appendix A: List of original Years 1 & 2 and Years 3 & 4 projects.

Appendix B: Summary listing of all previous and current construction & procurement packages.





## **Blue Ribbon Committee Report to County Council**

September 12, 2018

The Blue Ribbon Committee (BRC) met on September 12, 2018. Councilmembers Pearce and Myers were present.

- I. The BRC was provided with an overall recovery program update as follows:
- To date, Richland County has received in Federal resources and volunteer services of repairs to homes, \$99,181,008.
  - To date, using volunteer organizations, the Midlands Flood Recovery Group (MFRG) has repaired 202 storm damaged or destroyed homes in Richland County with an ultimate goal of repairing 244 storm damaged or destroyed homes.
  - The Community Development Block Grant – Disaster Recovery (CDBG-DR) program is currently replacing 33 mobile home units (HMUs) and repairing 32 single-family units (SFRs) with a goal of repairing 198 storm damaged stick-built homes (SFRs), rebuilding 20 SFRs and replacing 62 MHUs.

II. HMGP 4241-DR

The BRC was provided an update on the 2015 Flood Event (4241-DR), FEMA Hazard Mitigation Grant Program (HMGP) application process. Richland County submitted nine (9) applications for hazard mitigation projects; these applications range from community outreach, to infrastructure strengthening, to acquiring (Buyout) substantially damaged properties (residential and commercial) located in the Special Flood Hazard Area (Flood Zone).

- A. Council approved the BRC recommendations from last meeting for the following actions (this was provided to the BRC as an update):
- Buyout of 20 properties for a not to exceed amount of \$1,900,000
  - By resolution the buyout of the remaining 58 properties as they become eligible for buyout once the property owners complete required criteria
  - Using 10% threshold and the average of two acceptable appraisals for the appeal process
- B. Residential property acquisition update:
- Seventeen (17) properties in the hands of the closing attorneys to schedule closings. Two (2) are in final settlement phase.
  - Second appraisals will begin on September 23<sup>rd</sup> for 36 properties appraised by a company suspected by the states Labor of making errors, at no cost to the property owners
  - Three (3) property owners voluntarily waived their second appraisal and are proceeding to closing
  - Offer document meetings continue
  - Working through six (6) title issues; one (1) probate issue; one (1) property survey issue; and four (4) yet undecided property owners
- C. #26 Project Recommendation
- Spring Valley Little Jackson Creek Stream Mitigation, Stream Restoration Regenerative Stormwater Conveyance
  - Only project left to approve by FEMA
  - FEMA is requesting more data
  - Cost to County to provide additional data is estimated to be less than \$6,000 (this cost may be eligible for reimbursement, but is unlikely)

**ACTION: The Blue Ribbon Committee unanimously recommended, to County Council, continuing to pursue the project and staff will identify funding within department's existing budget for the additional information required.**



D. Non-Residential property acquisition update:

- Second appraisals have been completed for all nine (9) properties

Key Points:

- Working with SCEMD and HUD, we identified two (2) properties in potential risk of not meeting HUD's cost reasonableness standard.
- If we use HUD money for the local 25% match on buying these two properties, the County risks HUD de-obligating those funds, upon audit by HUD's cost reasonableness test.
- Property #8 has been recently purchased for an amount substantially below the two appraised values.
- Property #9 has been completely repaired by the owner and is fully functioning with current tenants.
  - Proceed with purchasing the seven (7) properties, but do not purchase either or both properties #8 and #9
  - Proceed with no non-residential properties.

**ACTION: The Blue Ribbon Committee unanimously recommended, to the County Council, to:**

- **Proceed with purchasing the seven (7) properties for which HUD does not have a concern with cost reasonableness, in the order presented and not to proceed with purchasing properties #8 and #9.**

E. FEMA requires an appeal process be put in place for property owners so they can appeal the value provided to them by the County. FEMA regulations do not specify what the appraisal review process must be, just that there is an appraisal review process in place. County staff proposed an appraisal review process used in another jurisdiction as the County's model. The appraisal review process was reviewed and approved by SCEMD and County Legal. This appeal process is for properties that have not changed ownership since the disaster only.

Key Points:

- For non-residential properties, the County conducted two appraisals for all properties. The County recommends using the average of the two appraisals for the County's offer price.
- If the property owner desires to appeal the County's offer, the property owner will be required to obtain their own appraisal. These appeal appraisals will be reviewed and held to the same standard as the County purchased appraisals.
- Staff recommends that if the property owner's appraisal is acceptable and comes within 10% of the County's appraisal, the property owner's appraisal will be accepted as the offer price, subject to duplication of benefits (DOB) review.
- Staff recommends that if the property owner's appraisal is greater than 10% of the County's appraisal AND after review by the County that both appraisals are acceptable, the average of both appraisals will be used by the County as the basis for the offer price, subject to DOB review.
- If only one of the appraisals is acceptable upon review, the acceptable appraisal will be used for review or whichever party's appraisal was denied can get another appraisal to appeal the offer price again.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve the proposed appeal process, which only applies for properties that have not changed ownership since the disaster.**

F. Per the BRC's recommendation, Council approved moving \$755,000 from the CDBG-DR Small Rental Rehab Program to the HMGP Buyout Program to cover URA assistance for HMGP buyouts. Included in the \$755,000 was an amount not to exceed \$112,000, for the County's procured flood recovery vendor, TetraTech, to implement the URA assistance program.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve Task Order #23 for the amount of \$112,000 to administer the URA assistance program.**

G. Land Use Plan Update:



County Council was provided the staff's recommended land use plan for each property purchased as part of the flood buy-out program. The program requires the County own each property in perpetuity and deed restrict it from development. After seeking public input, staff proposed a specific open space use for each property, specifically focusing on how each would be best maintained and remain compatible with surrounding property.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve the recommended use of each property purchased as part of the flood buy-out program, as presented.**

### III. HMGP 4286-DR

The BRC was provided an update on the 2016 Hurricane Matthew Event (4286-DR), FEMA Hazard Mitigation Grant Program (HMGP) application process. This grant provides another opportunity to request funding to further mitigate potential flood threats. Two applications have been submitted, both for buyouts of a total of twelve residential properties.

- #22: Buyout one (1) residential property
- #23: Buyout eleven (11) residential properties

To date, both applications have been approved by FEMA and consultant assistance is required to administer the program. The County's procured flood-recovery vendor, TetraTech, has provided an additional task order to administer this program.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve Task Order #24 for the amount of \$147,098 to administer the HMGP Buyout Program for HMGP 4286.**

### IV. HUD CDBR-DR

The BRC was provided an update on Richland County's HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) program.

A. The Council approved the BRC recommendation to the change order process on September 11, 2018.

B. Single Family Home Rehabilitation Program (SFR): a total of 576 applications were received in our initial intake of applications (\$23.5M grant award) and an additional 97 applications were received in our current intake period (\$7.2M grant award). Current activity includes:

- Thirty-three (33) MHUs have begun construction of which eighteen (18) MHUs are completed
- Five (5) more MHUs should start construction this month
- Thirty-two (32) stick-built homes have begun repairs
- Eleven (11) more stick-built homes should start construction this month
- Forty-six (46) stick-built homes should go out to bid to general contractors to repair this month

B. Small Rental Rehab Program (SRR):

- To date, only two (2) applications have been received
- One application is for four (4) small rental units and one is for repair of a SFR that houses two (2) tenants.
- Applications are in the verification process.
- On March 6, 2018, Council approved sunsetting this program in six months (September 6, 2018).
- \$2,000,000 was originally allocated for this program.
- \$755,000 has been moved from this program to the URA assistance program, leaving \$1,245,000

**ACTION: The Blue Ribbon Committee unanimously recommended, to the County Council, reallocating what remains from the \$1,245,000 after the two repairs are completed and sun setting of the program, to the SFHRP.**

C. The BRC was further updated on an additional \$21.9 million in CDBG-DR funding for mitigation activities from the 2015 floods. The Federal Register has not been released instructing the County use of the funds. The County



has only 90 days from the time the Federal Register is released to develop the Action Plan for submission to HUD for their review. Therefore, having everything in place to develop an Action Plan in a timely manner is important.

The County's procured flood-recovery vendor, TetraTech, has provided an additional task order to assist in the development of this Action Plan. There will be no cost to the County since this is an allowable CDBG-DR expense.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve Task Order #22 for the amount of \$83,970 for Tetra Tech to develop the Action Plan.**





## **REQUEST OF ACTION**

**Subject:** FY19 - District 10 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$90,000** for District 10.

### **B. Background / Discussion**

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY18-19 fiscal year and as amended during the May 15<sup>th</sup> Regular Session pertaining to FY17-18 Rollover Funds. The details of these motions are listed below:

**Motion List for FY19:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Regular Session – May 15, 2018:** Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2018 Remaining Amount	\$12,350
FY2019 Amount Previously Allocated	\$25,000
Remaining Balance	\$152,200
	Olympia Granby Historical \$ 25,000
	Kingville Historical \$ 30,000
	Lower Richland Sweet Potato 35,000
<b>Total</b>	<b>\$ 90,000</b>
<b>Remaining Balance</b>	<b>\$62,200</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget FY18 – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget- FY19 June 21, 2018

**D. Alternatives**

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

**E. Final Recommendation**

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