

ORDINANCE NO.: 2019-093

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Ballpark, LLC, 17.5 acres, Richland County TMS#11204-02-02, 11204-02-06,
11204-02-07 and 11204-02-42)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of the County and Fairfield County; and,

WHEREAS, Ballpark, LLC, a South Carolina limited liability company ("Developer"), proposes to establish market rate housing and retail facilities within the County, consisting of taxable investments in real and personal property of not less than \$50,000,000 (the "Project") on property located in the City, as more particularly described on Exhibit A (the "Property") as contemplated by an ordinance which received approval upon first reading by Richland County Council on October 15, 2019; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this 3rd day of December, 2019 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to the Companion County (as defined in the Park Agreement) thereof, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit Agreement shall not exceed ten years (unless consented to in writing by the City), beginning with the first full year for which the Developer owes an annual PILOT payment following receipt by the Developer of a Certificate of Occupancy for the Project; (d) in each year during the term of the Credit Agreement, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the abatement, (b) the time limit for the Project abatement period as allowed in this Ordinance shall begin the first full year for which the Developer owes a PILOT payment, and the timeline for additional phases shall be for the period of time or abatement amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must proceed with credit application no later

than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the approved tax credit will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:

Chavaklisson
City Manager

Approved as to form:

[Signature]
City Attorney

ATTEST:

Erika D. Moaw
City Clerk

Introduced: 11/25/2019

Final Reading: 12/3/2019

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EXHIBIT A
PROPERTY DESCRIPTION

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

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