

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



**Tuesday, FEBRUARY 18, 2020**

**6:00 PM**

**COUNCIL CHAMBERS**

# RICHLAND COUNTY COUNCIL 2020



Bill Malinowski  
District 1  
2018-2022



Joyce Dickerson  
District 2  
2016-2020



Yvonne McBride  
District 3  
2016-2020



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



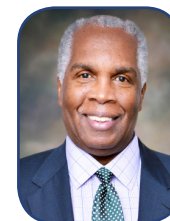
Joe Walker, III  
District 6  
2018-2022



Gwendolyn Kennedy  
District 7  
2016-2020



Jim Manning  
District 8  
2016-2020



Calvin "Chip" Jackson  
District 9  
2016-2020



Dalhi Myers  
District 10  
2016-2020



Chakisse Newton  
District 11  
2018-2022



Richland County Council

Regular Session  
February 18, 2020 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,  
Chair Richland County Council

  - a. ROLL CALL
2. **INVOCATION**

The Honorable Joyce Dickerson
3. **PLEDGE OF ALLEGIANCE**

The Honorable Joyce Dickerson
4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

  - a. Special Called Meeting: February 11, 2020 [**PAGES 8-14**]
5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Larry Smith,  
County Attorney

  - a. Richland County vs. SC Dept. of Revenue Update
  - b. Labor Licensing Regulation (LLR) Request
7. **CITIZEN'S INPUT**

The Honorable Paul Livingston

  - a. For Items on the Agenda Not Requiring a Public Hearing
8. **CITIZENS' INPUT**

The Honorable Paul Livingston

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

(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

**9. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

- a. Fairfield County's Proposed Wastewater Treatment Facility

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

Kimberly Williams-Roberts,  
Clerk to Council

**11. REPORT OF THE CHAIR**

The Honorable Paul Livingston

- a. Recognition of Clerk to Council: Completion of Clerk to Council Certification Program

**12. APPROVAL OF CONSENT ITEMS**

The Honorable Paul Livingston

- a. 19-042MA  
Lenny Williams  
OI to RS-MD (.4 Acres)  
1221 Inland Drive  
TMS # R06015-01-15 [THIRD READING] [PAGES 15-16]
- b. 19-043MA  
Odell Flemming  
RU to LI (2 Acres)  
13081 Garners Ferry Road  
TMS # R39400-02-02 [THIRD READING] [PAGES 17-18]

**13. THIRD READING ITEMS**

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Huger Hospitality, LLC (formerly known under a code name as Project Kline); and other related matters [PAGES 19-42]

**14. SECOND READING ITEMS**

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for

infrastructure credits to Project Marion; and other related matters [PAGES 43-64]

**15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Calvin Jackson

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to a company identified for the time being as Project Huger; and other related matters [FIRST READING] [PAGES 65-87]
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to a company identified for the time beign as Project Novel; and other related matters [FIRST READING] [PAGES 88-111]

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

- a. NOTIFICATION OF APPOINTMENTS
  - 1. Community Relations Council - Two (2) Vacancies
    - a. Kira Person [PAGES 112-113]
    - b. Georgia Coleman [PAGES 114-115]
    - c. Joseph Bernard [PAGES 116-117]
    - d. Lauren Taylor Wilkie [PAGES 118-125]

**17. OTHER ITEMS**

The Honorable Paul Livingston

- a. Subdivision Abandoned Paved Road Relief Program [ACTION] [PAGES 126-141]
- b. Midlands Business Leadership Group - Gateway Beautification – Airport Boulevard [ACTION] [PAGES 142-156]

**18. EXECUTIVE SESSION**

Larry Smith,  
County Attorney

**19. MOTION PERIOD**

- a. Request for matching grants funds for Senior Resources

The Honorable Paul Livingston

**20. ADJOURNMENT**



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



## Richland County Council

SPECIAL CALLED MEETING  
February 11, 2020  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

**OTHERS PRESENT:** Michelle Onley, Kim Williams-Roberts, John Thompson, Ashiya Myers, Ashley Powell, Angela Weathersby, Brad Farrar, James Hayes, Stacey Hamm, Judy Carter, Jeff Ruble, Tariq Hussain, Beverly Harris, Clayton Voignier, Leonardo Brown, Larry Smith, Sandra Haynes, Ronaldo Myers, Brittney Hoyle-Terry, Michael Niermeier, Michael Maloney, David Bertolini, Dante Roberts, Dale Welch, Christine Keefer, Jennifer Wladischkin, Michael Byrd and Erica Wade

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Calvin Jackson
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Calvin Jackson
4. **PRESENTATION: Introduction of Irmo Town Council** – Mayor Barry Walker and Mayor Pro-Tem Kathy Condom expressed their desire to collaborate with Richland County Council on future endeavors.
5. **APPROVAL OF THE MINUTES**
  - a. **Special Called Meeting: December 17, 2019** – Ms. Dickerson moved, seconded by Ms. McBride, to approve the minutes as submitted.

Mr. Malinowski inquired about the status of the motion regarding the change to the Horizon meeting schedule.

Ms. Roberts responded, after consultation with the Chair, it was suggested to place the motion on the Rules and Appointments agenda.

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

Opposed: Malinowski

The vote was in favor.
  - b. **Zoning Public Hearing: December 17, 2019** – Ms. Dickerson moved, seconded by Ms. Terracio, to approve the minutes as submitted.



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

The vote in favor was unanimous.

- c. Special Called Meeting: January 7, 2020 – Ms. Dickerson moved, seconded by Ms. Terracio, to approve the minutes as submitted.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- 6. **ADOPTION OF THE AGENDA** – Ms. Newton requested the Report of the Rules & Appointments Committee be removed from the agenda. There are additional interviews for the Community Relations Council that need to be held prior to this item going forward.

Mr. Smith requested to remove Item #7(b): “Project Grayfield Update” and add “Richland County vs. Centurylink” to the agenda under the Report of the Attorney for Executive Session.

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

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

Opposed: Manning

Present but Not Voting: Newton

The vote was in favor.

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

- a. Richland County vs. SC Dept. of Revenue Update
- b. Richland County vs. Centurylink Update

- 8. **CITIZENS’ INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.

- 9. **CITIZENS’ INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.) – Ms. Lynn Robertson, Mr. Barry Coats, Ms. Dianne Moore and Mr. Edward Blessing spoke in opposition of Fairfield County’s proposed wastewater treatment facility.

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson stated the County is working on obtaining information on the proposed wastewater treatment facility.

Special Called Meeting

February 11, 2020

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10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. RCS D High Intensity Drug Trafficking Area Initiative (HIDTA) Attorney Pay Increase – Provided as information.
- b. Framework/Criteria to Review Requests – Mr. Brown stated at the Council Retreat we discussed putting something in place to help us communicate consistently the direction of how we handle things from the County’s perspective. He gave a brief overview on how he plans to accept information, to assist Council and the stakeholders to understand how that information is shared to help us make consistent decisions. When people bring information to the Administrator, and ask for various resources, the key questions are “Do they fall in line with the mission statement to provide essential services?” “Do they improve efficiency?” “Do they improve effectiveness?” The surrounding questions that speak to that are: “Have all key stakeholders been impacted by this decision been included and informed throughout this process?”, “Has the matter been voted on by Council?” and “Has the proposed decision been financially accounted for in the budget approved by Council or the Capital Improvement Program?”

Ms. Dickerson requested clarification on how the “framework” would affect Council motions/requests.

Mr. Manning suggested Mr. Brown not using the phrase “all stakeholders”.

Mr. Jackson stated, for example, Council received a proposal from the Sheriff’s Department in reference to some funded positions and grants that had a timeline attached to it. He inquired if that is something that could conceivably go through the Administrator’s Office, as opposed to Council, to have their questions answered.

Mr. Brown stated it would not prohibit that from coming to Council. He is simply trying to be prepared to answer those questions.

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

- a. Upper Township Magistrate Office Ribbon Cutting Ceremony – Ms. Roberts reminded Council of the Upper Township Magistrate Office’s Ribbon Cutting Ceremony on February 12<sup>th</sup> at 11:00 AM.

12. **REPORT OF THE CHAIR**

- a. Council Retreat Update – Mr. Livingston thanked the Councilmembers and staff for a productive Council Retreat. Mr. Brown will bring back additional follow-up/wrap up at a later date.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Huger Hospitality, LLC (formerly known under a code name as Project Kline); and other related matters – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. 19-042MA, Lenny Williams, OI to RS-MD (.4 Acres), 1221 Inland Drive, TMS # R06015-01-15 [SECOND READING]
- b. 19-043MA, Odell Flemming, RU to LI (2 Acres), 13081 Garners Ferry Road, TMS # R39400-02-02 [SECOND READING]

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

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

Present but Not Voting: Manning

The vote in favor was unanimous.

15. **THIRD READING ITEM**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Huger Hospitality, LLC (formerly known under a code name as Project Kline); and other related matters – Mr. Jackson moved, seconded by Mr. Walker, to defer this item.

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

Abstain: McBride

Present but Not Voting: Manning

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

16. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Project Marion; and other related matters – Mr. Jackson moved, seconded by Ms. Dickerson, to approve this item.

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

Opposed: Malinowski and Newton

Abstain: Myers

The vote was in favor.

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

a. **NOTIFICATION OF APPOINTMENTS**

- I. Community Relations Council – Two (2) Vacancies – This item was withdrawn during the Adoption of the Agenda.

18. **OTHER ITEMS**

- a. A Resolution to appoint and commission Kiawanna Tucker as Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Manning moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

- b. A Resolution to appoint and commission Fabian Josue Rodriguez-Pujols as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Manning moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

- c. A Resolution to appoint and commission Jamal Rashawn Clavon as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Manning moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

- d. Change Order – Millbrook Rd. – CDBG-DR – Ms. Myers moved, seconded by Mr. Jackson, to approve this item.

Mr. Voignier stated the change order is relation to the Single Family Homeownership Revitalization – Disaster Recovery Program. The change order is to allow for the addition of gutters to divert water away from the existing structure.

Mr. Malinowski inquired if this job was bid.

Mr. Voignier stated they use fixed price bidding for Disaster Recovery projects. The bid is based on the scope of work the inspectors create. Then, they have a list of contractors that accept the work.

Mr. Malinowski stated, for clarification, the contractor did not come up with appraisal for the work, but someone else.

Mr. Voignier responded in the affirmative.

Mr. Malinowski inquired if improvements to the structures are allowed to be made in these particular projects.

Mr. Voignier stated they are not.

Mr. Malinowski stated then he does not understand how gutters can be added if they were not there previously.

Mr. Voignier stated the gutters are to stabilize the home to prevent future flooding. He stated the inspectors did not take into account the pitch of the roof to support the gutters. There is some additional work that needs to be done to block out the roofing so that it can support the gutters at the correct angle to divert water away.

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

Present but Not Voting: Manning

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

19. **EXECUTIVE SESSION** – Mr. Malinowski moved, seconded by Mr. Walker, to go into Executive Session.

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

Opposed: Jackson and Newton

The vote was in favor.

***Council went into Executive Session at approximately 6:52 PM and came out at approximately 7:36 PM***

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

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

Present but Not Voting: Kennedy

The vote in favor was unanimous.

20. **MOTION PERIOD** –

- a. I move that Richland County staff reevaluate the sewer project methodology to potentially allow for usage based rather than flat rate fees. [MYERS] – This item was referred to the Sewer Ad Hoc Committee.
- b. I move that Richland County utilities install one plastic conduit, usable for 5G fiber, while the roads are being opened for the sewer project and that Richland County sell long term fiber leases to telecom companies using that plastic tube to help defray the costs of the sewer network. [MYERS] – This item was referred to the D&S Committee.
- c. I move to direct the County Administrator to work with staff to develop a modified sewer plan that:
  - Corrects the disparity in sewer rates for the new Richland County sewer customers transferred from City of Columbia sewer service in January 2020; and
  - Assesses and updates the County’s long-term sewer strategy to ensure the sustained health of the system while also preserving fair, consistent rates for all sewer users.

This plan should be comprehensive in nature and include a timeline, benchmarks, and a methodology for tracking its success. It should also identify the parties responsible for completing proposed work as well as a robust constituent communication strategy. The plan should move to Council for review and action as soon as possible and no later than Council’s March 17th meeting (or not more than four (4) weeks from the date of Council’s February 18th meeting). [NEWTON] – Mr. Manning moved, seconded by Mr. Jackson, for unanimous consent for this to bypass the committee process and go directly to the County Administrator.

Ms. Dickerson inquired if this item is time sensitive.

Mr. Malinowski stated there is a lot of information included in the motion, and he is not sure he understands the intent of the motion; therefore, to bypass the committee where we can get the questions answered, does not seem productive.

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

Opposed: Malinowski, Jackson and Dickerson

The motion for unanimous consent failed.

This item was referred to the Sewer Ad Hoc Committee.

- d. The CMRTA (COMET) board has two vacancies. I move that Richland County Council appoints one Councilmember to the board and advertises the remaining vacancy. [NEWTON, LIVINGSTON and DICKERSON] – This item was referred to the Rules & Appointments Committee.

21. **ADJOURNMENT** – The meeting adjourned at approximately 7:48 PM

## Richland County Council Request for Action

**Subject:**

19-042MA  
Lenny Williams  
OI to RS-MD (.4 Acres)  
1221 Inland Drive  
TMS # R06015-01-15

**Notes:**

First Reading: December 17, 2019  
Second Reading: February 11, 2020  
Third Reading:  
Public Hearing: December 17, 2019

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R06015-01-16 FROM OFFICE AND INSTITUTIONAL DISTRICT (OI) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R06015-01-16 from Office and Institutional District (OI) to Residential Single-Family Medium Density District (RS-MD).

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

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

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

RICHLAND COUNTY COUNCIL

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

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

\_\_\_\_\_  
Michelle M. Onley  
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 17, 2019  
First Reading: December 17, 2019  
Second Reading: February 4, 2020  
Third Reading: February 18, 2020



## Richland County Council Request for Action

**Subject:**

19-043MA  
Odell Flemming  
RU to LI (2 Acres)  
13081 Garners Ferry Road  
TMS # R39400-02-02

**Notes:**

First Reading: December 17, 2019  
Second Reading: February 11, 2020  
Third Reading:  
Public Hearing: December 17, 2019

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R39400-02-02 FROM RURAL DISTRICT (RU) TO LIGHT INDUSTRIAL DISTRICT (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R39400-02-02 from Rural District (RU) to Light Industrial District (LI).

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

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

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

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
Michelle M. Onley  
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 17, 2019  
First Reading: December 17, 2019  
Second Reading: February 4, 2020  
Third Reading: February 18, 2020

## Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Huger Hospitality, LLC (formerly known under a code name as Project Kline); and other related matters

**Notes:**

First Reading: November 19, 2019  
Second Reading: December 3, 2019  
Third Reading: February 18, 2020 {Tentative}  
Public Hearing: February 11, 2020

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO HUGER HOSPITALITY, LLC (FORMERLY KNOWN UNDER A CODE NAME AS PROJECT KLINE); AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, Huger Hospitality, LLC, formerly known under a code name as Project Kline (“Company”) desires to develop a mixed-use development, consisting of commercial, retail and multi-family housing within the County (“Project”), resulting in a taxable investments in real and personal property of not less than \$34,000,000;

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: November 19, 2019  
Second Reading: December 3, 2019  
Public Hearing: February 11, 2020  
Third Reading: February 18, 2020

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

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**HUGER HOSPITALITY, LLC**

**Effective as of: February [], 2020**





## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of February [], 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and HUGER HOSPITALITY, LLC, a South Carolina limited liability company, formerly known under a code name as Project Kline (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

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

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

WHEREAS, the Company has committed to develop a mixed-use development, consisting of commercial, retail and multi-family housing in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), resulting in a taxable investment in real and personal property of not less than \$34,000,000;

WHEREAS, by an ordinance enacted on February [], 2020 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (“City”) in accordance with Section 4-1-170(C) of the Act;

WHEREAS, in accordance with Section 4-1-170(C) of the Act, the City enacted, on December 3, 2019, an ordinance consenting to the inclusion of the Property within the boundaries of the Park; and

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

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

**ARTICLE I**  
**REPRESENTATIONS**

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

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

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

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

**ARTICLE II**  
**PUBLIC INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$34,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2025 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which

is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company shall no longer be entitled to any further benefits under this Agreement.

**Section 2.2. Public Infrastructure Commitment.**

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

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

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

**Section 2.3. Public Infrastructure Credits.**

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

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

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

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

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

**Section 2.4. Filings.** The Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2021, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit D, as may be amended by subsequent resolution, with respect to the Company.

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

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

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

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

(b) An abandonment or closure of the Project; For purposes of this Agreement, “abandonment or closure of the Project” means a failure to place all or a portion of the Project in service by December 31, 2025;

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

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

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

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

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

**Section 3.2. Remedies on Default.**

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

**ARTICLE IV  
MISCELLANEOUS**

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

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

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

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

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

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

**Section 4.5. Limitation of Liability.**

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

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

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

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the

County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

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

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

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

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

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

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

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



if to the Company:

Huger Hospitality, LLC  
Attn: Charles Reyner  
40 Broad Street, Suite 500  
Greenville, South Carolina 29601  
Phone: 864.271.9855

with a copy to

Nexsen Pruet, LLC  
Attn: Jim Warren  
55 East Camperdown Way, Suite 400 (29601)  
P. O. Drawer 10648  
Greenville, South Carolina 29603  
Phone: 864-282-1191  
Fax: 864-477-2691

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

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

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

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

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

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

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

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

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

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

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

*(SEAL)*  
ATTEST:

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

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

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

**HUGER HOSPITALITY, LLC**

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

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

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

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

**EXHIBIT A**

**LAND DESCRIPTION**

**PARCEL 1**

Beginning at the intersection of the southern right-of-way margin of Washington Street and the western right-of-way margin of Huger Street at a rebar, said point being the POINT OF BEGINNING; thence running along the western right-of-way margin of Huger Street S20°28'35"E a distance of 164.75 feet to a pipe; thence running along the western right-of-way margin of Huger Street S20°27'58"E a distance of 148.96 feet to a rebar; thence running along Parcel 2 S69°31'55"W a distance of 336.76 feet to a rebar; thence running along property now or formerly South Carolina Electric and Gas Co. for the following bearings and distances: N20°35'15"W a distance of 85.17 feet to a rebar; thence N20°43'45"W a distance of 119.97 feet to a pipe; thence N20°37'56"W a distance of 109.00 feet to a rebar; thence running along the southern right-of-way margin of Washington Street N69°36'25"E a distance of 337.78 feet to a rebar, the POINT OF BEGINNING.

**PARCEL 2**

Beginning at the intersection of the northern right-of-way margin of Gervais Street and the western right-of-way margin of Huger Street at an "X" cut, said point being the POINT OF BEGINNING; thence running along the northern right-of-way margin of Gervais Street for the following bearings and distances: S69°26'06"W a distance of 319.86 feet to a nail; thence S69°12'49"W a distance of 15.98 feet to a nail; thence S69°24'44"W a distance of 81.95 feet to a rebar; thence running along property now or formerly the State of South Carolina N20°36'38"W a distance of 418.39 feet to a rebar; thence running along property now or formerly South Carolina Electric and Gas Co. N69°44'28"E a distance of 82.12 feet to a rebar; thence running along property now or formerly South Carolina Electric and Gas Co. N20°35'15"W a distance of 15.00 feet to a rebar; thence running along Parcel 1 N69°31'55"E a distance of 336.76 feet to a rebar; thence running along the western right-of-way margin of Huger Street S20°27'58"E a distance of 202.94 feet to a rebar; thence running along the western right-of-way margin of Huger Street S20°27'58"E a distance of 229.35 feet to an "X" cut, the POINT OF BEGINNING.

**EASEMENT**

Beginning at the intersection of the southern right-of-way margin of Washington Street and the western right-of-way margin of Huger Street, thence running along the western right-of-way margin of Huger Street a distance of 223.7 feet to a point, said point being the POINT OF BEGINNING OF EASEMENT; thence running the following bearings and distances: S20°27'59"E a distance of 110.00 feet; thence N 65°28'02"W a distance of 28.28 feet; thence S69°31'55"W a distance of 316.76 feet; thence N20°35'15"W a distance of 70.00 feet; thence N69°31'55"E a distance of 316.90 feet; thence N24°31'58"E a distance of 28.28 feet to the POINT OF BEGINNING.

**EXHIBIT B (See Section 2.2)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE**

The Public Infrastructure primarily consists of a parking deck that will serve the development and the County. The parking deck will include 307 spaces that will serve the commercial, retail and residential uses within the development. Additional Public Infrastructure will consist of sidewalks, lighting, utility infrastructure, and green spaces.

## **EXHIBIT C (See Section 2.3)**

### **DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

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

The Company is eligible to receive the Public Infrastructure Credit for an initial period of up to 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment in connection with the Project following the Verification Date and ending on the earlier of the 10<sup>th</sup> year or the year in which the cumulative, total amount of the Public Infrastructure Credit equals the Public Infrastructure costs ("Initial Credit Term").

If, on the 10<sup>th</sup> year, (a) the Company achieved its Investment Commitment by the Certification Date, (b) the Company has maintained or exceeded its Investment Commitment, (c) there has not been and there is not an Event of Default under the Credit Agreement, and (d) the total, cumulative amount of Public Infrastructure Credits the Company has actually received does not equal the costs of the Public Infrastructure, then the Company may receive a Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County in connection with the Project for an additional period of up to 4 years ("Additional Credit Term"); provided that the Additional Credit Term shall terminate as soon as the total, cumulative value of the Public Infrastructure Credit equals the Public Infrastructure costs.

**EXHIBIT D (See Section 2.5)**

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

See attached.



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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

First Reading: February 11, 2020

Second Reading: February 18, 2020 {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 PROJECT MARION; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, Project Marion (“Company”) has established and desires to expand a manufacturing facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$3,484,000, along with the creation of 63 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 previously offered to Company an incentive to locate and expand in the County and the County now 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 Section 1.02 of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the additional Property in the Park.

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 11, 2020  
Second Reading: February 18, 2020  
Public Hearing:   
Third Reading:

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

~#4816-5210-5134 v.1~

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**PROJECT MARION**

**Effective as of: \_\_\_\_\_, 2020**



## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of \_\_\_\_\_, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and PROJECT MARION, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

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

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

WHEREAS, the Company has established and desires to expand a manufacturing facility in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of investment in taxable real and personal property of not less than \$3,484,000 and the creation of 63 new, full-time jobs, all measured as of January 1, 2019;

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 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 \$ 3,484,000 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 63 new, full-time jobs in the County ("Jobs Commitment") by the Certification Date. The Company shall certify to the County achievement of

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

**Section 2.3. Infrastructure Credits.**

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

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

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

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

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

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

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

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

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

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

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

*For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, and had invested \$6,968,000 in taxable investment and created 30 jobs by the Certification Date, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 30/63 = 48\%$$

$$\text{Investment Achievement Percentage} = \$3,484,000/\$3,484,000 = 100\%$$

$$\text{Overall Achievement Percentage} = (48\% + 100\%)/2 = 74\%$$

$$\text{Clawback Percentage} = 100\% - 74\% = 26\%$$

$$\text{Repayment Amount} = \$100,000 \times 26\% = \$26,000$$

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

**Section 2.5. Filings.** To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 or PT-300 with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2021, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

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

### ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

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

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

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the 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 further 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:

with a copy to

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

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or 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.

**Section 4.18 *Grant Administration.*** The County acknowledges that the Company has applied for certain non-County grants with respect to the Project. If the Company is awarded such grants, then the County shall assist in the administration of such grants and shall execute any agreement that may be necessary to effect the administration of the grant and the receipt of the grant funds by the Company.

*[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, PROJECT MARION has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**PROJECT MARION**

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

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

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

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

**[to be provided]**

**EXHIBIT B (See Section 2.3)**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

Forty percent (40%) credit against the Company's Fee Payment for ten (10) consecutive years, commencing with property tax year 2020.

**EXHIBIT C (See Section 2.5)**

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

~#4822-1007-8638 v.1~

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council



# Richland County Council Request for Action

**Subject:**

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

**Notes:**

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

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO PROJECT HUGER / 604 HUGER, LLC; AND OTHER RELATED MATTERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 18, 2020  
Second Reading: \_\_\_\_\_, 2020  
Public Hearing: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020

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

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**PROJECT HUGER / 604 HUGER, LLC**

**Effective as of: \_\_\_\_\_, 2020**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of \_\_\_\_\_, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and PROJECT HUGER / 604 HUGER, LLC, a South Carolina limited liability company (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

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

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

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish a mixed use commercial real estate development in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$51,300,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on \_\_\_\_\_, 2020 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

## ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$51,300,000 in taxable property in the Project ("Investment Commitment") by \_\_\_\_\_, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement



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

### **Section 2.2. Public Infrastructure Commitment.**

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

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

(c) Following the Certification Date, the County’s Economic Development Department shall have 30 days (“Verification Deadline”) to verify the Company’s investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County’s Economic Development Department shall, on a date no later than the Verification Deadline (the “Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

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

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

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3 (a)** (“Net Fee Payment”).

Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

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

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

**Section 2.4. Filings; Administration.** To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for the tax year comprising the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

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

### ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2025;

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

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

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

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

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

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

#### **ARTICLE IV MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

*(SEAL)*  
ATTEST:

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

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



IN WITNESS WHEREOF, PROJECT HUGER / 604 HUGER, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**PROJECT HUGER / 604 HUGER, LLC**

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

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

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

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

## EXHIBIT A

### LAND DESCRIPTION

#### PARCELS 1-3

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

TMS No./Address

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

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

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

#### PARCELS 4-5

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

TMS No./Address

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

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

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

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

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

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

**EXHIBIT C (See Section 2.3)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

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



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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT NOVEL; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, a company identified for the time being as Project Novel, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_ (and/or a related or affiliated entity, collectively or alternatively, the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 18, 2020  
Second Reading: \_\_\_\_\_, 2020  
Public Hearing: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020

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

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**PROJECT NOVEL**

**Effective as of: \_\_\_\_\_, 2020**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of \_\_\_\_\_, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT NOVEL, a \_\_\_\_\_ limited liability company (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

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

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

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on \_\_\_\_\_, 2020 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

## ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$80,000,000 in taxable property in the Project ("Investment Commitment") by \_\_\_\_\_, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

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

### **Section 2.2. Public Infrastructure Commitment.**

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

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

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

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

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

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect



to the Project net of the Public Infrastructure Credit set forth in **Section 2.3 (a)** (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

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

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

**Section 2.4. Filings; Administration.** To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

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

### ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2025;

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

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

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

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

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

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

#### **ARTICLE IV MISCELLANEOUS**

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

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

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

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

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

reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

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

**Section 4.5. Limitation of Liability.**

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

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

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

**Section 4.6. Indemnification Covenant.**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

*[TWO SIGNATURE PAGES FOLLOW]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

*(SEAL)*  
ATTEST:

---

Clerk to Council, Richland County Council

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



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

**PROJECT NOVEL**

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

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

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

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

**EXHIBIT A**

**LAND DESCRIPTION**

[To be inserted]

**EXHIBIT B (See Section 2.2)**

**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes a parking deck that will provide 405 spaces to residents of the development. In addition to the parking deck, a plaza and a park-like pathway between Assembly Street and the Richland County Public Library will be constructed, as well as general infrastructure benefiting the public around the perimeter of the Project, including, but not limited to, sidewalks, lighting, and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$16,600,000, and is further detailed below:

| <b>Company Public Infrastructure Budget Estimate</b>       |                     |
|--|---------------------|
| <b>Description</b>   | <b>Budget</b>       |
| Curbs, Gutters and Sidewalks                               | \$38,511            |
| Traffic Signage and Bollards                               | \$3,018             |
| Street Lighting  | \$55,771            |
| Library Plaza Improvements                                 | \$484,967           |
| Relocate Utilities Underground                             | \$484,967           |
| 405 Space Private Parking Garage                           | \$14,759,575        |
| General Conditions   | \$860,136           |
|  |                     |
| <b>Total Projected Company Public Infrastructure Costs</b> | <b>\$16,686,945</b> |

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

**EXHIBIT C (See Section 2.3)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

**Applicant MUST reside in Richland County.**

Name: **KIRA PERSON**

Home Address: **110 FALLEN LEAF DRIVE COLUMBIA, SC 29229**

Telephone: (home) **803 607 2400** (work) **803 607 2400**

Office Address: **SAME AS HOME ADDRESS**

Email Address: **KPSHOWINGS@GMAIL.COM**

Educational Background: **BA BUSINESS, BA ENGLISH, AA ACCOUNTING**

Professional Background: **REAL ESTATE AGENT, MEDICAL SALES**

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: **COMMUNITY RELATIONS COUNCIL**

Reason for interest: **COMMUNITY INVOLVEMENT IS ONE OF MY TOP PRIORITIES, AS A MOTHER, BUSINESS WOMAN. I SERVE ON NEIGHBORHOOD, SCHOOL DISTRICT AND REAL ESTATE BOARDS**

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

**DESIRE FOR POSITIVE COMMUNITY RELATIONS, NEGOTIATION SKILLS, FUNDRAISING SKILLS  
STRONG PERSONAL AND COMMUNITY VALUES**

Presently serve on any County Committee, Board or Commission? **NO**

Any other information you wish to give? **I ALSO SERVE AS A SUBSTITUTE TEACHER**

Recommended by Council Member(s): **GARDNER JOHNSON, TOM STALLINGS**

Hours willing to commit each month: **20 HRS MONTHLY**

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.



Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No  \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

|   |  |
|---|--|
| <b>Staff Use Only</b>   |  |
| Date Received: <u>10-16-19</u>  | Received by:  |
| Date Sent to Council: _____   |  |
| Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |  |



+

**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Georgia Coleman

Home Address: 5640 Satchel Ford Rd. Columbia, SC 29206

Telephone: (home) 803-238-5825 (work) 803-929-3479

Office Address: 1431 Assembly St. Columbia, SC 29201

Email Address: georgia.coleman07@gmail.com

Educational Background: Richland 1 graduate; BA in Experimental Psychology and Master of Library and Information Science from USC Columbia

Professional Background: 12 years with Richland Library; currently serving as Chief Customer Officer

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Community Relations Council

Reason for interest: I am passionate about racial and social equity, and I would be honored to serve in this capacity for Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

In my work at Richland Library, I'm a champion for services that improve quality of life for Richland County residents.  
My strengths include organization, communication, team-building and strategic planning skills.

Presently serve on any County Committee, Board or Commission? no

Any other information you wish to give? Thank you for considering my application!

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 10 hours / month; or as needed

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


  
\_\_\_\_\_  
Applicant's Signature

10/14/19  
\_\_\_\_\_  
Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

|  |  |
|--|--|
| <b>Staff Use Only</b>  |  |
| Date Received: <u>10-14-19</u>   | Received by:  |
| Date Sent to Council: _____  |  |
| Status of Application: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file |  |



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: JOSEPH BERNARD

Home Address: 185 ALEXANDER CIRCLE, COLUMBIA 29206

Telephone: (home) 239-248-4967 (work) \_\_\_\_\_

Office Address: 120 GATEWAY CORPORATE BLVD, COLUMBIA 29203

Email Address: JRBERNARD1102@GMAIL.COM

Educational Background: MASTER'S HEALTHCARE ADMINISTRATION, MASTER'S MANAGEMENT

Professional Background: HOSPITAL ADMINISTRATION (PROVIDENCE HEALTH)

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: COMMUNITY RELATIONS COUNCIL

Reason for interest: I HAVE A SINCERE INTEREST IN MAKING COLUMBIA  
A DESIRABLE PLACE IN WHICH TO LIVE, WORK AND PLAY.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

I'VE LIVED IN SEVERAL VARIED COMMUNITIES THROUGHOUT MY  
CAREER (BOTH MILITARY & HEALTHCARE) WHICH HAS BROADENED MY  
PERSPECTIVE

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? I AM EAGER TO PARTICIPATE & SERVE

Recommended by Council Member(s): JOE WALKER

Hours willing to commit each month: 4-6

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No ✓

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No ✓

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joseph Bernard  
Applicant's Signature

Oct 17, 2019  
Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

|   |                                 |
|---|---------------------------------|
| <b>Staff Use Only</b>   |                                 |
| Date Received: <u>10-18-19</u>  | Received by: <u>[Signature]</u> |
| Date Sent to Council: _____   |                                 |
| Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |                                 |



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Lauren Taylor Wilkie

Home Address: 6018 Gill Creek Rd, 29206

Telephone: (home) (843) 992-1772 (work) (843) 992-1772

Office Address: Works from home

Email Address: Lauren+wilkie@adlook.com

Educational Background: Masters Social Work, Bachelors Management, Psychology

Professional Background: LISW-AP, LMSW Social Worker

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Community Relations Council

Reason for interest: As a social worker I am trained to understand and have taught a course on human behavior in the social environment.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

13 years practicing social work in Columbia. Licensed Independent Social Worker trained in ethics and human behavior.

Presently serve on any County Committee, Board or Commission? None part or current

Any other information you wish to give? resume available upon request

Recommended by Council Member(s): Howard Duvall, was on Board at Trinitarian

Hours willing to commit each month: As required, needed to get work accomplished.

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No ✓

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No ✓

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lauren J. Wilkie  
Applicant's Signature

8-30-2019  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

|   |                                 |
|---|---------------------------------|
| <b>Staff Use Only</b>   |                                 |
| Date Received: <u>9-9-19</u>  | Received by: <u>[Signature]</u> |
| Date Sent to Council: _____   |                                 |
| Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |                                 |

2

July 2019

To whom it may concern,

I would be honored to be considered for this position and if interviewed can share my references. I have focused my skills on program leadership, management, development and evaluation to help the nonprofits. For over 13 years, I have strived to help these agencies achieve their potential through streamlining resources of space, staffing and potential to maximize efficiency and effectiveness.

For four years, I have been working at Transitions and have added services and programs to assist the agency to be more efficient in effective to serve the adult homeless population ranging from youth to elderly men and women. I tripled programs offered, increased clients served 30% annually, assisted with managing a 2+ million dollar budget, increased program staff 30% to better serve the population, streamlined a regular staff development and training program, doubled community partnerships, and quadrupled our interns. I have learned in this position how to motivate multiple levels in an agency from on the ground to the Board of Directors.

Given the multiple partnerships that this position will need to manage and the community mobilization that will be required in this position, I feel that my experience and education will be essential to this position.

Thanks you for your time and consideration. I look forward to your reply.

Sincerely,



Lauren Taylor Wilkie, LISW-AP



# LAUREN TAYLOR WILKIE

Columbia, SC 29206

(843) 992-1772 lauren.taylor410@gmail.com

<https://www.linkedin.com/in/lauren-taylor-wilkie-826b4143>

## EDUCATION

MAY 2009

MASTERS OF SOCIAL WORK  
UNIVERSITY OF SOUTH CAROLINA, COLUMBIA, SC

MAY 2006

BACHELORS OF SCIENCE PSYCHOLOGY; BUSINESS MANAGEMENT  
FRANCIS MARION UNIVERSITY, FLORENCE, SC

## LICENSES AND CERTIFICATIONS

LISW-CP License pending 2020

LISW-AP License Independent Social Work Advanced Practice February 2017 #9598

LMSW License Masters of Social Work, July 2010 #9598

Notary Public of SC (expires 1/28/2028)

Trauma Informed Care Certified 2017

Microsoft Excel 2013 Introduction Certification January 2017

Benefit Bank Certified Counselor October 2013-2016

Mental Health First Aid USA Certification January 2016

Mental Health First Aid USA Suicide Prevention Certification February 2016

Multi-Disciplinary Response to High Risk Victims October 2016

Dementia Specialist Certificate February 2015

## OUTCOMES

- Premiere licensed Independent Social Worker uniquely qualified with Advanced Certification in both the advanced business macro level and clinical practice. Councilman Jim Manning said "one of the top 5 social workers in SC and one of only 81 in SC with Advanced Practice Licensing."
- Leadership Development with 7 years managing of programs and staff in nonprofits. Sarah Meadows LISW-AP Licensing Supervisor, "Everywhere Lauren has worked has benefited from her effort, creativity and drive. She is one of Columbia's experts on social work, and her knowledge and determination make the Midlands a better community."
- Grant Management and tracking for over 300K in federal and local grants (HOPWA, VA, HUD, DEW, BCBS, Sisters of Charity, Trinity Cathedral, Colonial Life, etc.)
- Women in Philanthropy: Doubled membership in two years to over 800 members  
Restructured grant management to triple investment to over \$1.5 million  
Invested in WREN Conference \$10,000  
G.B. Olsen with United Way of the Midlands says, "Lauren is a leader to watch, and I expect to see her in increasingly important leadership roles in Columbia. She is a visionary with the ability to get buy-in from others."

- Marketing and Public relations expertise with using social media platforms  
Chaired Power of the Purse two years, raising over \$100,000  
Recently was able to get investors to agree to \$10,000 for a WREN Conference
- Passion for advocacy and presentations  
April 2019 Richland Library staff “your presentation was the best yet we have had here to understand the population.”  
March 2019 NASW Conference “You dynamics made it feel like I was living the experiences with you in your examples.”  
Stacey Atkinson Community Activist says, “Lauren is tenacious and resilient. She is always thinking about what else we can do with existing time, talent and resources to help Columbia become a Model Community. She is a practical optimist with a respect for life and a love for her city. She understands hard work and perseverance.”
- Data Analyst managing year end reports and grant management analysis from databases  
Created a database for programs at The Cooperative Ministry still used there.  
Quick to learn to use and operate databases for grants. Highly Proficient in Microsoft Excel, Word, Publisher, PowerPoint. Types 120 Words per minute.
- Fluent in Roberts Rules from running and serving on boards for 10+ years.
- Experience Populations: elderly, children (0-6), pregnancy, parenting, youth (18-24) elderly, poverty, homelessness, autistic, mental health, substance, disabled

## EXPERIENCE

JULY 2019-PRESENT

CHIEF STRATEGIC OFFICER

**SYSTEM WIDE SOLUTIONS, LLC COLUMBIA, SC**

- Implemented Program and Data review to show outcomes to stakeholders
- Empirically based community trainings
- Technical assistance for data tracking, development and management

JULY 2015-JULY 2019

VP OF PROGRAMS

**MIDLANDS HOUSING ALLIANCE, INC (TRANSITION), COLUMBIA, SC**

- Implemented Program and Data review to show outcomes to stakeholders  
Platforms: Excel, HMIS, Phoenix, SCWOS
- Managed multiple programs with different regulations on county, state and federal level
- Tripled programs offered: Day Center, Emergency Shelter, Program Shelter, Extended Program Shelter, Inclement Weather Center, Rapid Rehousing, Youth, Elderly, Veterans, Mobile Housing Hunt, Aftercare, Financial Stability, Career Center, Medicaid
- 30% increase of number of clients served per year, 30% increase in residents served per year
- 2 facilities operating a 500 bed capacity, day center with 90 averaging per day
- Managing documentation, budgeting and reports for over 20 different contracts, grants and government grants totaling over 2 million, 15% annual budget increase
- Increased staff 30% and managed team of over 40
- Develop and implement policies and procedures for programs
- Manage and implement staff training plan and community resource guides
- Increased 44% to over 50 partners coming onsite to offer services
- 81% increase to 26 interns served per year

- Midlands Area Consortium for the Homeless (MACH) Membership Committee (2017-2018)
- National Alliance of Social Workers, SC Member
- United Way of the Midlands
  - Women in Philanthropy (WIP): Executive Committee (2010-2019)
    - Conference Committee (2019-2020)*
    - Nominating Chair (2019-2019)*
    - Chair (2016-2018)*
    - Vice Chair (2015-2016)*
    - Young Leader Society Liaison (2013-2015)*
    - Secretary (2012-2013)*
    - Education & Advocacy Chair, Vice Chair (2010-2012)*
  - Campaign Committee Member (2016-2018)
  - Young Leaders Society (YLS): (2010-present) Steering Committee Member (2013-2015)
  - Speakers Bureau Member (2013-2014, 2016-2018)
  - Financial Stability Council Member & Education and Advocacy Committee (2014-2017)
- Psi Chi (National Honors Society for Psychology)
- Pi Gamma Mu (International Social Sciences Honor Society)
- Phi Alpha (Social Work Honor Society)
- Wateree Community Action Advisory Committee Member (2016-2018)
- NASW (National Association of Social Workers) (2009-2017)
- Hunger and Homelessness Week at USC Panelist (2017)
- SC HIV/AIDS Conference Planning Committee (2014-2016)
- Richland Community Healthcare Board of Directors (2014-2016)
- Child Hunger Forum member (2014-2016)
- USC College of Social Work Curriculum Planning Committee member (2014-2015)

## AWARDS

- 2018 Live United Award, United Way of the Midlands
- 2018 National Social Worker of the Month Contest Winner
- 2017 Columbia Capital Young Leader Top Ten Award
- 2017 Paul Harris Fellow with Rotary Foundation, Rotary International
- 2017 Field Instructor of the Year, University of South Carolina, College of Social Work

## PROFESSIONAL SPEAKING ENGAGEMENTS

- National Association of Social Workers (NASW SC) Conference Speaker "How Do I Deal With Difficult People?" (March 2019)
- Women Rights Empowerment Network (WREN) Summit Speaker (April 2018)
- SC Hospital Association (SC ACMA) American Case Management Association Conference "Healthcare and Homelessness" (March 2018)
- National Association of Social Workers (NASW SC) Conference Speaker "End of the American Dream" "America, the Newest Third World Country" (March 2017, March 2018)
- USC Homeless Hunger Awareness Week panelist (November 2017)
- College of Social Work, USC Continuing Education Workshop "The End of the American Dream: Cultural Competency of Poverty Leading to Homelessness" (October 2016, August 2017)
- SC Child Hunger Panelist for Documentary "A Place at the Table" (February 2015)
- SC HIV/AIDS Conference Speaker (October 2014)

- Tripled number of classes offered by partners and volunteers onsite to clients
- Advocacy, community education and outreach

JANUARY 2014-DECEMBER 2015

ADJUNCT PROFESSOR

**COLLEGE OF SOCIAL WORK UNIVERSITY OF SOUTH CAROLINA, COLUMBIA, SC**

- Human Behavior in the Social Environment; History of the American Family
- Human Behavior in the Social Environment; The Larger Social Environment

JANUARY 2014-JUNE 2015

DIRECTOR OF HEALTH PROGRAMS

**THE COOPERATIVE MINISTRY, COLUMBIA, SC**

- Implemented Program and Data review by creating new database for agency
- Managed multiple programs with different regulations on county, state and federal level
- Develop and implement policies and procedures for programs: HOPWA, Ryan White, Crisis Assistance (Financial, Food, Hygiene, Clothing), Insurance Premium Assistance Program
- Managing documentation, budgeting and reports for over 10 different contracts, grants and government grants
- Manage and trained team of 15+ Administration staff, Case Managers, volunteers, interns and volunteer groups
- Advocacy, community education and outreach
- Fundraising and Online Giving; Manage the Midlands Gives Campaign

SEPTEMBER 2006-DECEMBER 2013

INTAKE AND COMMUNITY DEVELOPMENT DIRECTOR (2012-2013)

**THE NURTURING CENTER, COLUMBIA, SC**

- Teen Intake Coordinator (2009-2013)
- Director of Child Services (2013)
- Graduate Assistant (2007-2009)
- Therapist Internship (2007-2008)
- Early Interventionist (2006-2007)
  - 5 Promotions in 8 years
  - Grant Writing and Fundraising
  - Managed team of 10+ Case Managers and Interns
  - Program Development, Implementation and Evaluation for Accreditation
  - Curriculum Development and Group Administration
  - Individual and Play Therapy
  - Client assessments and management
  - Advocacy, community education and outreach

## **BOARDS AND VOLUNTEERING**

- Elderly/Disabled Steering Campaign Committee for Trinity House (2019-2021)
- Social Work Innovations Board Member (2019-2021)
- City of Columbia's Complete Count Committee (2019-2020)
- League of Women Voters (2018-2020), Marketing Committee

## REFERENCES

- Available upon request



**Agenda Briefing**

**To:** Council Chair Paul Livingston and Members of the Council  
**Prepared by:** Christopher S. Eversmann, PE, Interim Director of Public Works  
**Department:** Public Works  
**Date Prepared:** November 19, 2019                      **Meeting Date:** December 03, 2019

|  |   |                                   |                   |
|--|---|-----------------------------------|-------------------|
| <b>Legal Review</b>                        | Brad Farrar via email                           | <b>Date:</b>                      | November 21, 2019 |
| <b>Budget Review</b>                       | Stacey Hamm via email                           | <b>Date:</b>                      | November 19, 2019 |
| <b>Finance Review</b>                      | James Hayes via email                           | <b>Date:</b>                      | November 19, 2019 |
| <b>Approved for Council consideration:</b> | Assistant County Administrator                  | John M. Thompson, Ph.D., MBA, CPM |                   |
| <b>Subject:</b>                            | Subdivision Abandoned Paved Road Relief Program |                                   |                   |

**Recommended Action:**

Staff recommends approval of the proposed Subdivision Abandoned Paved Road Relief Program as presented.

**Motion Requested:**

“I move that Richland County Council direct County Staff to implement a plan, as briefed herein, by which 93 subdivision paved roads and road segments be brought into the County Road Maintenance System through the voluntary donation of necessary Right-of-Way for maintenance and eventual upgrade, as resources permit, to County standards. Any future request to obtain any of these roads by purchase or the exercise of eminent domain must be separately considered by County Council.”

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The proposed primary funding sources for the construction improvement phase of this program would be grants provided by the County Transportation Committee (CTC).

Maintenance would be paid for from the Roads & Drainage Maintenance Division operating budget.

**Motion of Origin:**

“...to bring this item back to Council, with definitive information, at the 1st Council meeting in December.”

|                       |                             |
|-----------------------|-----------------------------|
| <b>Council Member</b> | Bill Malinowski, District 1 |
| <b>Meeting</b>        | Special Called              |
| <b>Date</b>           | September 17, 2019          |

### Discussion:

Most recently, this issue was discussed at the County Council's meeting on September 17, 2019 when County Engineer Staley presented a prioritization plan by which these roads and road segments were prioritized based on:

- Condition (based on a cost-per-foot to repair cost);
- Number of residences served;
- Relative ease by which Right-of-Way (the required first step in any process) can be obtained.

The consensus of the County Council was to return to County Council in Early December with a presentation that addresses:

- Legal Issues;
- Additional (background) information;
- Developer accountability;
- Fairness
- Completeness

Those issues and a recommended program is contained in the attachment.

### Attachments:

1. Subdivision Abandoned Paved Road Relief Program w/ enclosures

## Subdivision Abandoned Paved Road Program

Richland County Department of Public Works

Updated: November 22, 2019

**Subdivision Abandoned Paved Road Program** – The program by which certain, identified, paved roads and road segments abandoned by the Developer prior to conveyance to Richland County are brought into the **County Road Maintenance System** for maintenance and improvement.

### Background:

“Abandoned Roads” definition – Those paved subdivision roads and road segments, which have not been conveyed to the **County Roads Maintenance System** as originally intended, and for which the subdivision infrastructure performance bond has expired.

Occasionally, developers fail to complete subdivision roads to County standards, or fail to convey these roads to the County before disbanding their Companies or Corporations. Unaccepted roads that have not been conveyed to the County remain private property and are not included in the **County Road Maintenance System**, and are ineligible for the use of public resources towards their maintenance or improvement.

This situation was recognized by the then Planning Director, Ms Tracy Hegler who, working with the then Director of Public Works, Mr Ismail Ozbek, and the County Engineer, Mr Stephen Staley, prepared a comprehensive presentation at a County Council Work Session in October 2018. Since then, the issue has been discussed at the 2019 County Council Retreat as well as several County Council meetings. Roads in various stages of completion and in the development pipeline were separated into various “buckets” or categories. This proposal addresses the most problematic collection of roads that have been abandoned by the developer and that remain private property, not included in the County Road Maintenance System.

Most recently, the issue was discussed at the County Council’s meeting on September 17, 2019 when County Engineer Staley presented a plan by which these roads and road segments were prioritized based on:

- Condition (based on a cost-per-foot to repair cost);
- Number of residences served;
- Relative ease by which Right-of-Way (the required first step in any process) can be obtained.

The consensus of the County Council was to return to County Council in Early December with a presentation that addresses:

- Legal Issues;
- Additional (background) information;



- Developer accountability;
- Fairness
- Completeness

**Legal Issues – Obtaining Right-of-Way** to bring roads into the **County Road Maintenance System** for maintenance and improvement. Right-of-Way acquisition can be a time consuming aspect of a road program.

At this point, we recommend that all **Right-of-Way be obtained through donation** as the quickest and least expensive way to achieve the program’s intent.

Also, it is recommended that **condemnation** be addressed only in appropriate circumstances by Council in the exercise of its Home Rule power of eminent domain.

**Developer Accountability** – This issue will be addressed by the staff of the Planning and Development Department.

**Program Goal** – A prioritization plan, managed by the cognizant staff using sound project management procedures and techniques, by which abandoned paved road relief is provided to:

- the **most number of residences** in the;
- shortest amount of time** for the;
- least cost** to Richland County.

**Completeness** – Ensuring that the list of abandoned roads is complete and that the current Development / infrastructure bonding process are monitored. This issue will be addressed by the staff of the Planning and Development Department.

Three-phased process:

- Acceptance** of Right-of-Way (short-term);
- Maintenance** as part of the County Road Maintenance System (short to mid-term);
- Improvement** as part of the County Road Maintenance System (long term).

Program steps:

1. Approve program;
2. Obtain the Right-of-Way;
3. Provide preliminary maintenance and limited scope repair with force account resources as accepted;
4. Develop annual, incremental projects under the supervision of the County Engineers using consultants and contractors for more significant repairs and construction completion, generally reflecting the established priority contained

herein. The primary funding source shall be “C” – Fund grants provided by the County Transportation Committee (CTC).

“Buckets” of roads included in this program:

1. Right-of-Way easy to obtain – most residences to fewest (54 Roads)
2. Right-of-Way moderate difficulty obtain – most residences to fewest (24 Roads)
3. Right-of-Way difficult to obtain – most residences to fewest (15 Roads)

**Total count (all three “buckets”) – 93 Roads**

**Motion** – I move that Richland County Council direct County Staff to implement a plan, as briefed herein, by which 93 subdivision paved roads and road segments be brought into the **County Road Maintenance System** through the donation of necessary Right-of-Way for maintenance and eventual upgrade, as resources permit, to County standards. Any future request to obtain any of these roads by purchase or the exercise of eminent domain must be separately considered by County Council.

# BLYTHE CREEK DR.



Cul de sac 96x80 alligator and reflective cracking. 87 ft curb damaged binder course surface course not installed

Intermittent reflective cracking throughout roads binder course surface



Intermittent reflective cracking at intersection of Running bear ct. and Blythe Creek Drive

24x 33alligator cracking



24x12 Alligator cracking in front of house 306 Blythe creek dr. 30 ft of curb damage



40 ft of curb damage in front of 310 Blythe creek dr.



12x24 utility failure



21 ft of curb damage in front of 313 Blythe creek dr



57 ft of curb damage in front of 312 Blythe creek dr



20 ft curb damaged in front of 317 Blythe Creek Dr  
195x24 ft road damaged starting at 317 ending at 325 Blythe  
Creek Dr



12x24 reflective cracking at 325 Blythe Creek Dr  
21 ft of curb damage

At 325 Blythe creek dr 21ft of curb damage



60x24 longitudinal cracking and reflective at intersection of broken arrow ct and Blythe creek dr



30 ft curb damage in front of house 333 Blythe Creek drive. An additional 30ft curb damage across street Also a utility crossing road failure of 12x24

Phase 2 has surface course down



Utility crossing settling 12x8 in front of 344 Blythe Creek Drive



Bird Bath Area in front of 364 Blythe Creek Dr



24x26 settling at utility crossing in front of 388 Blythe Creek Dr



10 ft curb damage in front of 397 Blythe Creek Dr



**Richland County Community Planning & Development Department  
Richland County Department of Public Works**

| <b>ABANDONED PAVED ROADS RESCUE RELIEF</b>                           |                       |                   |                              | Estimate for Construction without Contingency | \$3,163,592.92 |
|--|-----------------------|-------------------|------------------------------|---|----------------|
|  |                       |                   |                              | Contingency of 40%                            | \$1,265,437.17 |
|  |                       |                   |                              | Total Estimate with contingency               | \$4,429,030.09 |
| <b>Ability to Acquire ROW - Easy</b>                                 |                       |                   |                              | Total Length (ft)                             | 52,313         |
| Road Name  | Ability To Obtain ROW | Total Length (ft) | Number of Residences on Road | Total Construction Cost                       | District       |
| Blythe Creek Drive<br>Blythe Creek Subdivision                       | 1                     | 3331.0            | 70                           | \$87,562.00                                   | 2              |
| Big Game Loop<br>River Station Subdivision                           | 1                     | 3120.0            | 56                           | \$103,500.00                                  | 7              |
| Gleneagle Circle 1<br>Ashford Subdivision                            | 1                     | 3300.0            | 45                           | \$113,461.50                                  | 1              |
| Gleneagle Circle 2<br>Ashford Subdivision                            | 1                     | 3300.0            | 40                           | \$72,213.11                                   | 1              |
| Caughman Ridge Road<br>Caughman Ridge Phase 1<br>& 2 Subdivision     | 1                     | 1269.0            | 36                           | \$17,501.56                                   | 11             |
| Compass Rose Way<br>Rose Oaks Subdivision                            | 1                     | 1470.0            | 35                           | \$57,061.88                                   | 1              |
| Savannah Branch Trail<br>Rolling Creek, Courtyards<br>Subdivision    | 1                     | 1604.0            | 32                           | \$167,631.91                                  | 1              |
| Dutchmans Creek Trail<br>Rolling Creek, The Preserve<br>Subdivision  | 1                     | 1783.0            | 30                           | \$3,100.00                                    | 1              |
| Dutchmans Creek Trail<br>Rolling Creek, The Preserve<br>Subdivision  | 1                     | 1783.0            | 30                           | \$10,544.38                                   | 1              |
| Coopers Hawk Circle 2<br>Ashford Subdivision                         | 1                     | 1617.0            | 30                           | \$87,069.09                                   | 1              |
| Dutchmans Branch Court<br>Rolling Creek, The Preserve<br>Subdivision | 1                     | 1135.0            | 28                           | \$12,094.38                                   | 1              |
| Running Bear Court<br>Blythe Creek Subdivision                       | 1                     | 911.0             | 24                           | \$145,648.13                                  | 2              |
| Center Creek Court<br>Blythe Creek Subdivision                       | 1                     | 1469.0            | 23                           | \$1,750.00                                    | 2              |
| Rose Oak Drive<br>Rose Oaks Subdivision                              | 1                     | 1723.0            | 22                           | \$94,823.75                                   | 1              |
| Antique Rose Court<br>Rose Oaks Subdivision                          | 1                     | 691.0             | 20                           | \$76,060.63                                   | 1              |



**Richland County Community Planning & Development Department  
Richland County Department of Public Works**

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|---|-----------------------|-------------------|------------------------------|---|----------------|
|   |                       |                   |                              | Contingency of 40%                            | \$1,265,437.17 |
| <i>Ability to Acquire ROW - Easy</i>                                  |                       |                   |                              | Total Estimate with contingency               | \$4,429,030.09 |
|   |                       |                   |                              | Total Length (ft)                             | 52,313         |
| Road Name   | Ability To Obtain ROW | Total Length (ft) | Number of Residences on Road | Total Construction Cost                       | District       |
| Nichols Branch Lane<br>Rolling Creek, The Preserve<br>Subdivision     | 1                     | 849.0             | 20                           | \$106,284.38                                  | 1              |
| Crims Creek Way<br>Rolling Creek, The Preserve<br>Subdivision         | 1                     | 778.0             | 18                           | \$48,419.38                                   | 1              |
| Greenmont Circle Phase 2<br>Caughman Ridge Phase 1<br>& 2 Subdivision | 1                     | 755.0             | 16                           | \$26,960.94                                   | 11             |
| Ashwood Hill Drive<br>Ashwood Hill Subdivision                        | 1                     | 881.0             | 16                           | \$50,309.55                                   | 1              |
| Thyme Circle<br>Sageland Place Subdivision                            | 1                     | 382.0             | 14                           | \$15,525.00                                   | 1              |
| Placid Drive<br>The Courtyards At Salem<br>Place Subdivision          | 1                     | 550.0             | 13                           | \$48,770.00                                   | 8              |
| Boyd Branch Crossing<br>Rolling Creek, Courtyards<br>Subdivision      | 1                     | 2380.0            | 13                           | \$130,543.75                                  | 1              |
| Dutchfork Creek Trail<br>Rolling Creek Subdivision                    | 1                     | 1130.0            | 13                           | \$302,689.38                                  | 1              |
| Serene Court<br>The Courtyards At Salem<br>Place Subdivision          | 1                     | 288.0             | 12                           | \$9,465.00                                    | 8              |
| Tranquil Trail<br>The Courtyards At Salem<br>Place Subdivision        | 1                     | 729.0             | 12                           | \$55,560.00                                   | 8              |
| Harlan Court<br>Ashford Subdivision                                   | 1                     | 434.0             | 12                           | \$127,495.64                                  | 1              |
| Ostrich Circle<br>River Station Subdivision                           | 1                     | 864.0             | 11                           | \$25,875.00                                   | 7              |
| English Legend Drive<br>Rose Oaks Subdivision                         | 1                     | 800.0             | 11                           | \$31,588.75                                   | 1              |
| Whetstone Creek Court<br>Rolling Creek, Courtyards<br>Subdivision     | 1                     | 580.0             | 11                           | \$63,121.88                                   | 1              |
| Placid Drive<br>The Courtyards At Salem<br>Place Subdivision          | 1                     | 255.0             | 10                           | \$13,720.00                                   | 8              |





**Richland County Community Planning & Development Department  
Richland County Department of Public Works**

| <i>ABANDONED PAVED ROADS RESCUE RELIEF</i>                              |                       |                   |                              | Estimate for Construction without Contingency |          |
|---|-----------------------|-------------------|------------------------------|---|----------|
|   |                       |                   |                              | \$3,163,592.92                                |          |
| <i>Ability to Acquire ROW - Easy</i>                                    |                       |                   |                              | Contingency of 40%                            |          |
|   |                       |                   |                              | \$1,265,437.17                                |          |
|   |                       |                   |                              | Total Estimate with contingency               |          |
|   |                       |                   |                              | \$4,429,030.09                                |          |
|   |                       |                   |                              | Total Length (ft)                             |          |
|   |                       |                   |                              | 52,313  |          |
| Road Name   | Ability To Obtain ROW | Total Length (ft) | Number of Residences on Road | Total Construction Cost                       | District |
| Summer Branch Lane<br>Rolling Creek, Courtyards<br>Subdivision          | 1                     | 533.0             | 10                           | \$115,193.75                                  | 1        |
| Kestrel Lane<br>Ashford Subdivision                                     | 1                     | 463.0             | 10                           | \$161,378.53                                  | 1        |
| Broken Arrow Court<br>Blythe Creek Subdivision                          | 1                     | 311.0             | 9                            | \$6,151.00                                    | 2        |
| Amber Ridge Trail<br>Rose Oaks Subdivision                              | 1                     | 389.0             | 9                            | \$27,889.38                                   | 1        |
| Rainbows End Court<br>Rose Oaks Subdivision                             | 1                     | 256.0             | 8                            | \$13,761.30                                   | 1        |
| Coral Rose Drive<br>Rose Oaks Subdivision                               | 1                     | 481.0             | 8                            | \$16,764.38                                   | 1        |
| Parkhaven Court<br>Caughman Ridge Phase 1<br>& 2 Subdivision            | 1                     | 308.0             | 8                            | \$18,452.66                                   | 11       |
| Harrier Court<br>Ashford Subdivision                                    | 1                     | 268.0             | 8                            | \$25,155.38                                   | 1        |
| Dutchfork Branch Court<br>Rolling Creek Subdivision                     | 1                     | 380.0             | 8                            | \$96,266.25                                   | 1        |
| Red Horse Court<br>Blythe Creek Subdivision                             | 1                     | 228.0             | 7                            | \$3,500.00                                    | 2        |
| Greenmont Circle<br>Caughman Ridge Phase 1<br>& 2 Subdivision           | 1                     | 368.0             | 6                            | \$4,112.31                                    | 11       |
| Coopers Hawk Circle 1<br>Ashford Subdivision                            | 1                     | 157.0             | 6                            | \$8,274.20                                    | 1        |
| Black Elk Lane<br>Blythe Creek Subdivision                              | 1                     | 480.0             | 6                            | \$15,306.90                                   | 1        |
| South Nichols Creek Point<br>Rolling Creek, The Preserve<br>Subdivision | 1                     | 251.0             | 6                            | \$20,994.38                                   | 1        |
| English Legend Drive<br>Rose Oaks Subdivision                           | 1                     | 145.0             | 6                            | \$22,277.22                                   | 1        |



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Richland County Department of Public Works**

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|  |                       |                   |                              | Total Length (ft)                             | 52,313         |
| Road Name  | Ability To Obtain ROW | Total Length (ft) | Number of Residences on Road | Total Construction Cost                       | District       |
| Red Winds Court<br>Blythe Creek Subdivision  | 1                     | 352.0             | 6                            | \$118,837.74                                  | 2              |
| Caughman Ridge Road<br>Phase 2<br>Caughman Ridge Phase 1<br>& 2 Subdivision          | 1                     | 423.0             | 5                            | \$5,072.43                                    | 11             |
| Crims Branch Court<br>Rolling Creek, The Preserve<br>Subdivision                     | 1                     | 247.0             | 5                            | \$22,884.38                                   | 1              |
| Kestrel Court<br>Ashford Subdivision   | 1                     | 126.0             | 5                            | \$77,860.63                                   | 1              |
| North High Duck Trail<br>Willow Lake Subdivision                                     | 1                     | 1000.0            | 3                            | \$15,816.56                                   | 7              |
| Amber Ridge Trail<br>Rose Oaks Subdivision   | 1                     | 389.0             | 3                            | \$26,888.19                                   | 1              |
| Rice Creek Farms Road<br>Rice Creek Rdige<br>Subdivision<br>1 Resident/ Connector Rd | 1                     | 3561.0            | 1                            | \$168,710.00                                  | 8              |
| Rivers Station Way<br>River Station Subdivision                                      | 1                     | 356.0             | 0                            | \$10,350.00                                   | 7              |
| Boyd Branch Crossing<br>Rolling Creek, The Preserve<br>Subdivision                   | 1                     | 680.0             | 0                            | \$55,544.38                                   | 1              |



**Richland County Community Planning & Development Department  
Richland County Department of Public Works**

| <b>ABANDONED PAVED ROADS RESCUE RELIEF</b>                                       |                              |                          |                                     | Estimate for Construction without Contingency |                 |
|--|------------------------------|--------------------------|-------------------------------------|---|-----------------|
|  |                              |                          |                                     | \$1,819,736.98                                |                 |
| <b>Ability to Acquire ROW - Moderate Difficulty</b>                              |                              |                          |                                     | Contingency of 40%                            |                 |
|  |                              |                          |                                     | \$727,894.79                                  |                 |
|  |                              |                          |                                     | Total Estimate with contingency               |                 |
|  |                              |                          |                                     | \$2,547,631.77                                |                 |
|  |                              |                          |                                     | Total Length (ft)                             |                 |
|  |                              |                          |                                     | 20,782  |                 |
| <b>Road Name</b>   | <b>Ability To Obtain ROW</b> | <b>Total Length (ft)</b> | <b>Number of Residences on Road</b> | <b>Total Construction Cost</b>                | <b>District</b> |
| Stonebury Circle<br>Stonnington Subdivision                                      | 2                            | 2439.0                   | 42                                  | \$108,943.75                                  | 7               |
| W Bowmore Drive<br>Beasley Creek Estates<br>Subdivision                          | 2                            | 1497.0                   | 24                                  | \$152,893.44                                  | 7               |
| Glen Ord Court<br>Beasley Creek Estates<br>Subdivision                           | 2                            | 538.0                    | 23                                  | \$115,988.13                                  | 7               |
| Beasley Creek Drive<br>Beasley Creek Estates<br>Subdivision                      | 2                            | 1408.0                   | 22                                  | \$174,640.65                                  | 7               |
| Buttonbush Court<br>Rice Creek Rdige<br>Subdivision                              | 2                            | 530.0                    | 21                                  | \$14,044.38                                   | 8               |
| Garvey Circle Phase 3<br>Hastings Point Phase 1, 2,<br>& 3 Subdivision           | 2                            | 2265.0                   | 21                                  | \$119,025.00                                  | 7               |
| Hastings Point Drive Phase<br>1<br>Hastings Point Phase 1, 2,<br>& 3 Subdivision | 2                            | 2312.0                   | 21                                  | \$567,818.75                                  | 7               |
| Garvey Circle Phase 2<br>Hastings Point Phase 1, 2,<br>& 3 Subdivision           | 2                            | 1888.0                   | 13                                  | \$47,221.88                                   | 7               |
| Redden Row<br>Stonnington Subdivision  | 2                            | 518.0                    | 9                                   | \$12,294.38                                   | 7               |
| Marrob Court Phase 1<br>Hastings Point Phase 1, 2,<br>& 3 Subdivision            | 2                            | 803.0                    | 8                                   | \$140.00                                      | 7               |
| Ringbelle Row<br>Stonnington Subdivision   | 2                            | 510.0                    | 8                                   | \$21,088.75                                   | 7               |
| E Bowmore Drive<br>Beasley Creek Estates<br>Subdivision                          | 2                            | 505.0                    | 8                                   | \$25,786.74                                   | 7               |
| McLester Court Phase 3<br>Hastings Point Phase 1, 2,<br>& 3 Subdivision          | 2                            | 475.0                    | 6                                   | \$20,700.00                                   | 7               |
| Boutchet Court Phase 3<br>Hastings Point Phase 1, 2,<br>& 3 Subdivision          | 2                            | 581.0                    | 6                                   | \$25,875.00                                   | 7               |
| Sand Iris Court<br>Rice Creek Rdige<br>Subdivision                               | 2                            | 180.0                    | 5                                   | \$600.00                                      | 8               |



**Richland County Community Planning & Development Department  
Richland County Department of Public Works**

| <b>ABANDONED PAVED ROADS RESCUE RELIEF</b>                                       |                              |                          |                                     | <b>Estimate for Construction without Contingency</b> | <b>\$1,819,736.98</b> |
|--|------------------------------|--------------------------|-------------------------------------|--|-----------------------|
| <b>Ability to Acquire ROW - Moderate Difficulty</b>                              |                              |                          |                                     | <b>Contingency of 40%</b>                            | <b>\$727,894.79</b>   |
|  |                              |                          |                                     | <b>Total Estimate with contingency</b>               | <b>\$2,547,631.77</b> |
|  |                              |                          |                                     | <b>Total Length (ft)</b>                             | <b>20,782</b>         |
| <b>Road Name</b>   | <b>Ability To Obtain ROW</b> | <b>Total Length (ft)</b> | <b>Number of Residences on Road</b> | <b>Total Construction Cost</b>                       | <b>District</b>       |
| Granary Court<br>Hastings Point Phase 1, 2,<br>& 3 Subdivision                   | 2                            | 305.0                    | 5                                   | \$62,471.88  | 7                     |
| Flutterby Court<br>Stonnington Subdivision                                       | 2                            | 178.0                    | 4                                   | \$300.00   | 7                     |
| Tormore Court<br>Beasley Creek Estates<br>Subdivision                            | 2                            | 235.0                    | 4                                   | \$10,966.15  | 7                     |
| Tubman Court Phase 2<br>Hastings Point Phase 1, 2,<br>& 3 Subdivision            | 2                            | 195.0                    | 3                                   | \$11,158.88  | 7                     |
| Sardis Court<br>Beasley Creek Estates<br>Subdivision                             | 2                            | 266.0                    | 3                                   | \$105,443.75   | 7                     |
| Rice Meadow Way<br>Rice Creek Rdge<br>Subdivision                                | 2                            | 1874.0                   | 3                                   | \$196,441.71   | 8                     |
| Unnamed Street<br>Stonnington Subdivision  | 2                            | 76.0                     | 2                                   | \$900.00   | 7                     |
| Hastings Point Drive Phase<br>2<br>Hastings Point Phase 1, 2,<br>& 3 Subdivision | 2                            | 535.0                    | 1                                   | \$19,244.38  | 7                     |
| Bare Wick Lane<br>Stonnington Subdivision  | 2                            | 669.0                    | 0                                   | \$5,749.38   | 7                     |



**Richland County Community Planning & Development Department  
Richland County Department of Public Works**

| <i>ABANDONED PAVED ROADS RESCUE RELIEF</i>                              |                       |                   |                              | Estimate for Construction without Contingency |          |
|---|-----------------------|-------------------|------------------------------|---|----------|
|   |                       |                   |                              | \$1,232,438.24                                |          |
| <i>Ability to Acquire ROW - Difficult</i>                               |                       |                   |                              | Contingency of 40%                            |          |
|   |                       |                   |                              | \$492,975.30                                  |          |
|   |                       |                   |                              | Total Estimate with contingency               |          |
|   |                       |                   |                              | \$1,725,413.54                                |          |
|   |                       |                   |                              | Total Length (ft)                             |          |
|   |                       |                   |                              | 11,602  |          |
| Road Name   | Ability To Obtain ROW | Total Length (ft) | Number of Residences on Road | Total Construction Cost                       | District |
| Water Willow Way<br>Willow Lake Subdivision                             | 3                     | 1000.0            | 34                           | \$12,030.00                                   | 7        |
| Weeping Willow Circle<br>Willow Lake Subdivision                        | 3                     | 1130.0            | 28                           | \$23,588.75                                   | 7        |
| Sand Oak Court<br>Willow Lake Subdivision                               | 3                     | 562.0             | 18                           | \$158,165.63                                  | 7        |
| Willow Glen Circle<br>Willow Lake Subdivision                           | 3                     | 593.0             | 17                           | \$6,952.19                                    | 7        |
| North High Duck Trail<br>Willow Lake Subdivision                        | 3                     | 3342.0            | 16                           | \$272,255.76                                  | 7        |
| Whistling Duck Court<br>Willow Lake Subdivision                         | 3                     | 800.0             | 15                           | \$54,221.88                                   | 7        |
| Goldeneye Court<br>Willow Lake Subdivision                              | 3                     | 497.0             | 13                           | \$57,221.88                                   | 7        |
| Old Hickory Court<br>Willow Lake Subdivision                            | 3                     | 302.0             | 11                           | \$106,843.75                                  | 7        |
| Oak Lake Court<br>Willow Lake Subdivision                               | 3                     | 290.0             | 10                           | \$105,443.75                                  | 7        |
| Gadwell Court<br>Willow Lake Subdivision                                | 3                     | 213.0             | 9                            | \$827.22                                      | 7        |
| Pegonia Lane<br>Willow Lake Subdivision                                 | 3                     | 323.0             | 9                            | \$4,200.00                                    | 7        |
| Knot Court<br>Willow Lake Subdivision                                   | 3                     | 132.0             | 4                            | \$158,165.63                                  | 7        |
| North Nichols Creek Point<br>Rolling Creek, The Preserve<br>Subdivision | 3                     | 174.0             | 2                            | \$15,836.80                                   | 1        |
| Pine Loop Court<br>Willow Lake Subdivision                              | 3                     | 126.0             | 1                            | \$126,532.50                                  | 7        |
| South High Duck Trail<br>Willow Lake Subdivision                        | 3                     | 2118.0            | 1                            | \$130,152.50                                  | 7        |



**Agenda Briefing**

**To:** Council Chair Paul Livingston and Members of the Committee

**Prepared by:** Ashiya A. Myers, Assistant to the County Administrator

**Department:** Administration

**Date Prepared:** February 11, 2020

**Meeting Date:** February 18, 2020

|  |   |                          |                   |
|--|---|--------------------------|-------------------|
| <b>Legal Review</b>                        |   | <b>Date:</b>             |                   |
| <b>Budget Review</b>                       | James Hayes via email   | <b>Date:</b>             | February 12, 2020 |
| <b>Finance Review</b>                      | Stacey Hamm via email   | <b>Date:</b>             | February 12, 2020 |
| <b>Approved for Council consideration:</b> | County Administrator  | Leonardo Brown, MBA, CPM |                   |
| <b>Subject:</b>                            | Midlands Business Leadership Group - Gateway Beautification – Airport Boulevard |                          |                   |

**Recommended Action:**

Staff recommends working collaboratively with the region’s governmental entities to increase regional competitiveness. Accordingly, staff will respond as directed by the Council relative to the request.

**Motion Requested:**

1. Move to approve the resolution as presented; or,
2. Move to approve the resolution as amended; or,
3. Move to deny the resolution.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

There is no fiscal impact associated with the approval of the resolution.

**Motion of Origin:**

There is no associated Council motion of the origin.

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

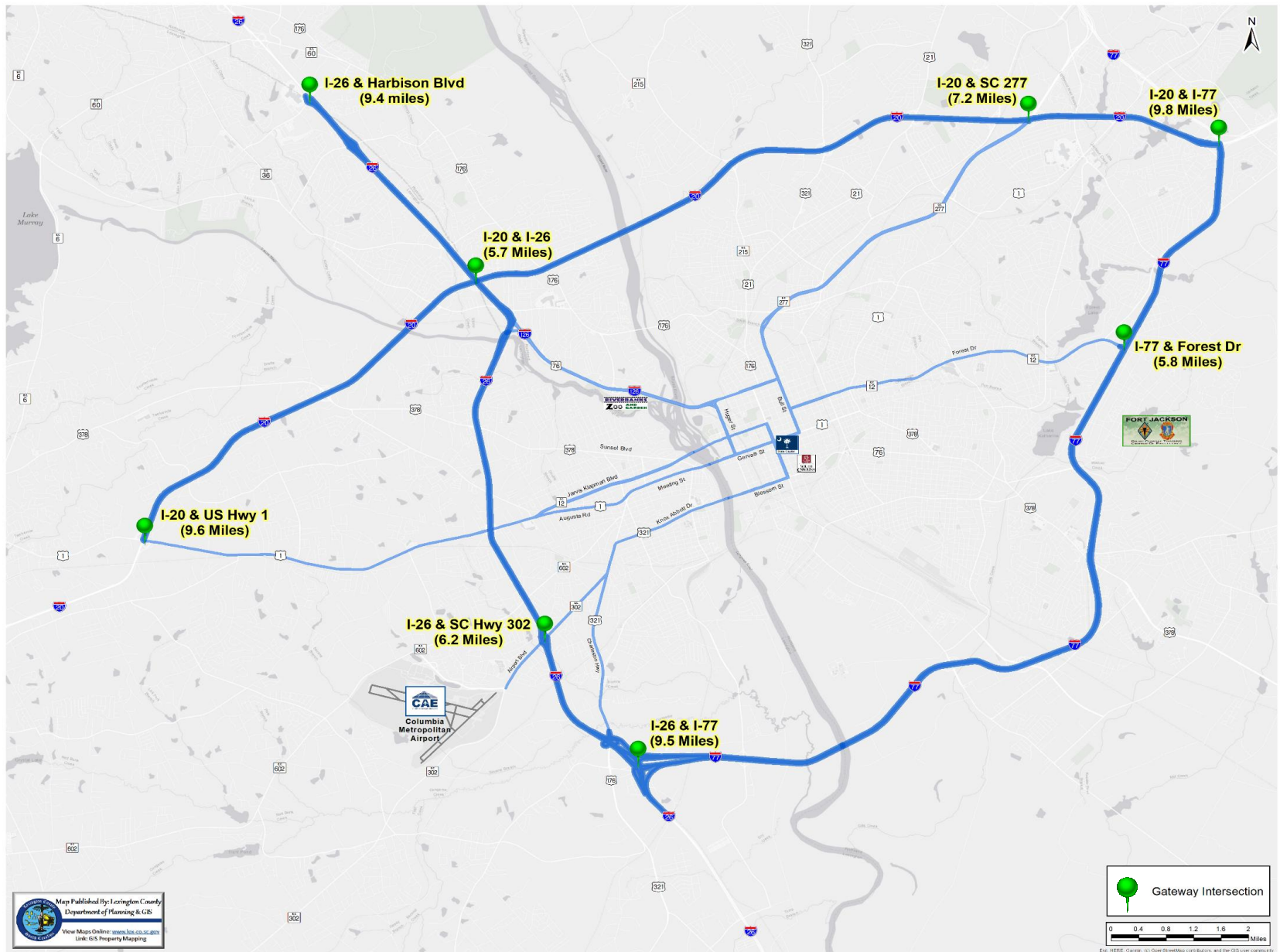
**Discussion:**

Richland County, along with Lexington County, the City of Columbia, the City of Cayce, the City of West Columbia, and the Town of Springdale, has been asked to endorse efforts to beautify the Airport Boulevard as proposed by the Midlands Business Leadership Group (MBLG).

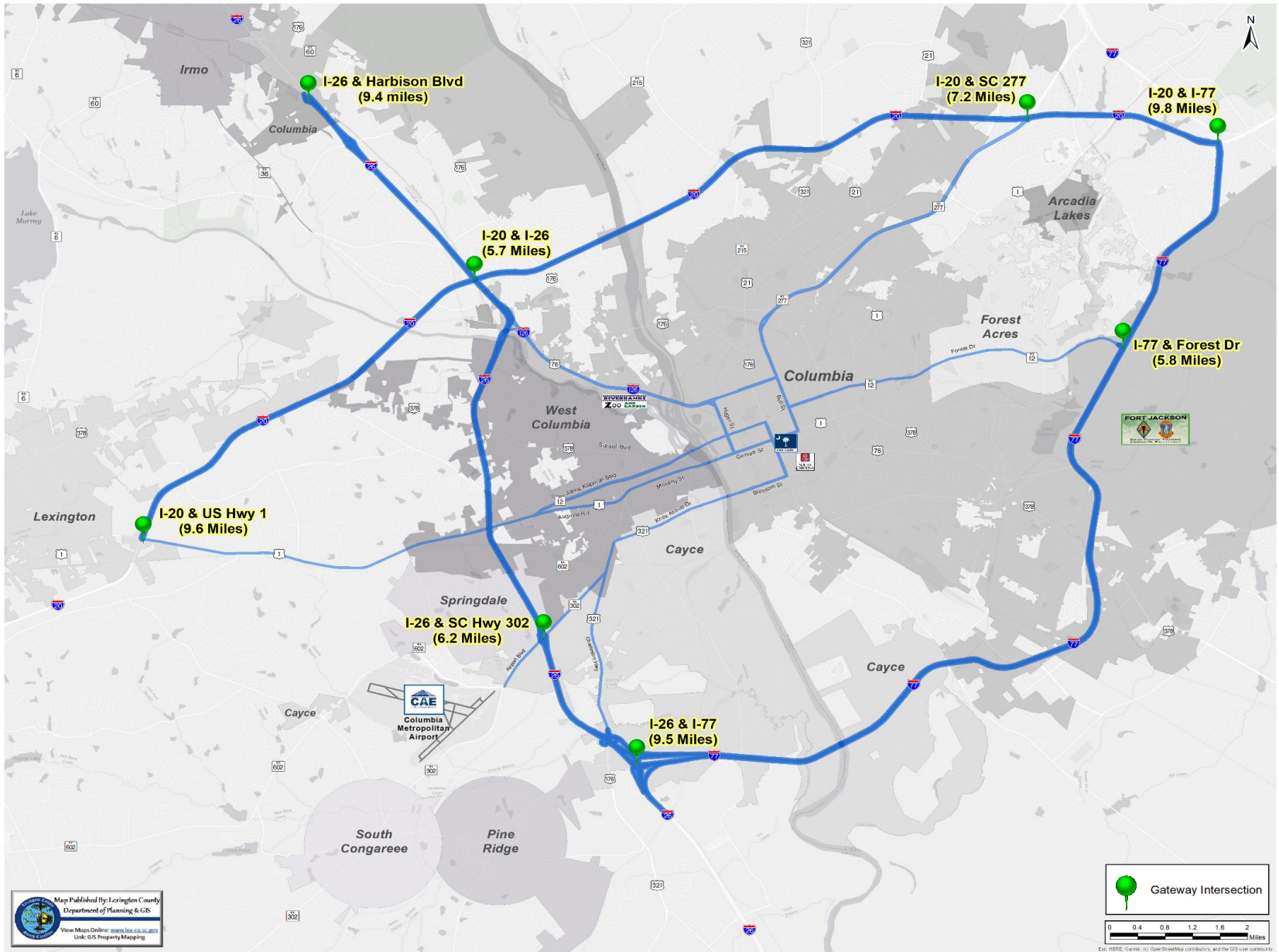
Outlined within the resolution as suggestions for beautification efforts which include plant improvements and the regulation of architectural designs for future development. Though the resolution does not have an associated impact, the fiscal impact associated with specific beautification efforts has not yet been quantified.

**Attachments:**

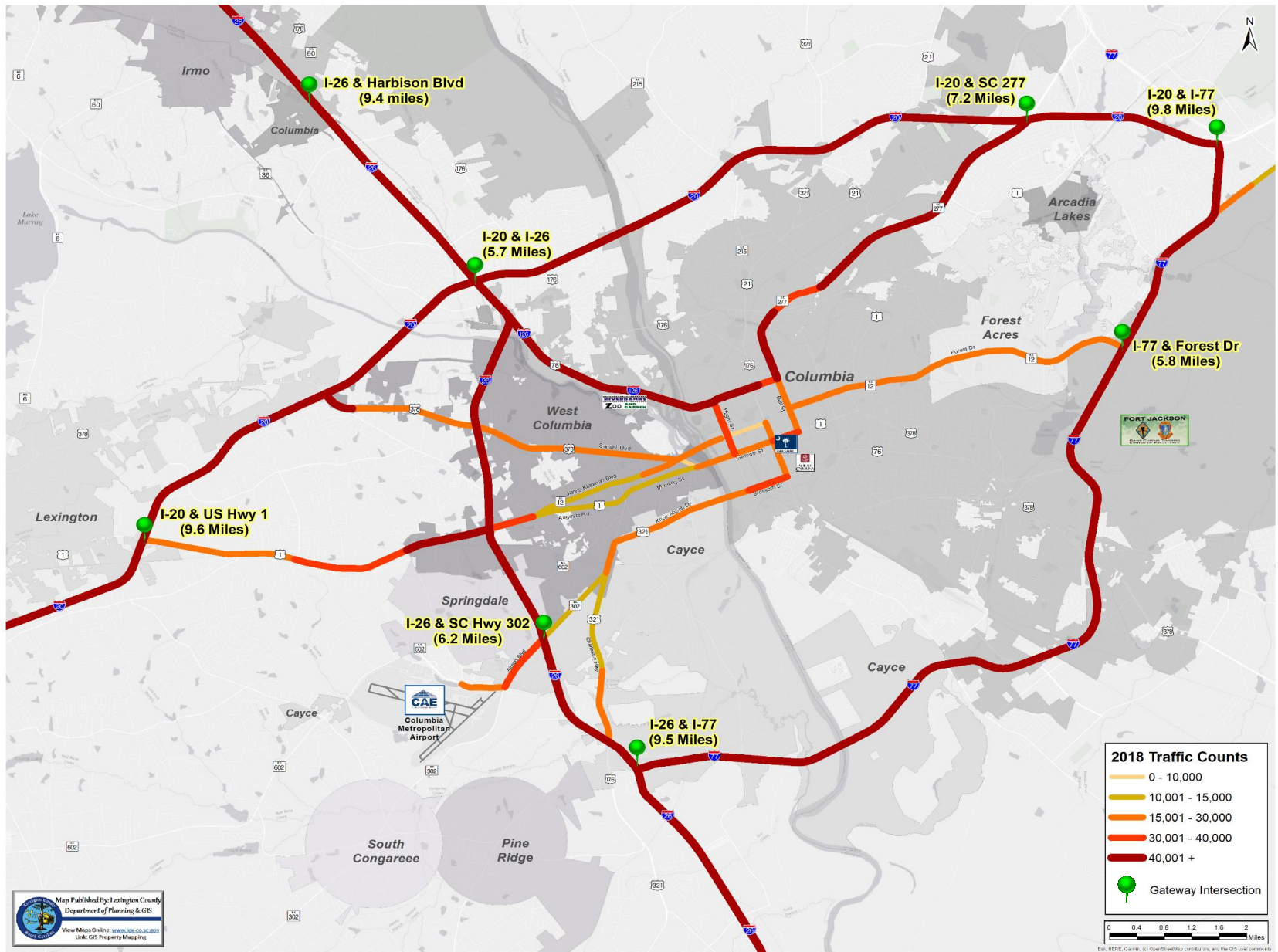
1. Gateways to the Midlands PowerPoint Presentation
2. Resolution as proposed







MBLG - Gateway Beautification – Airport Boulevard  
145 of 156



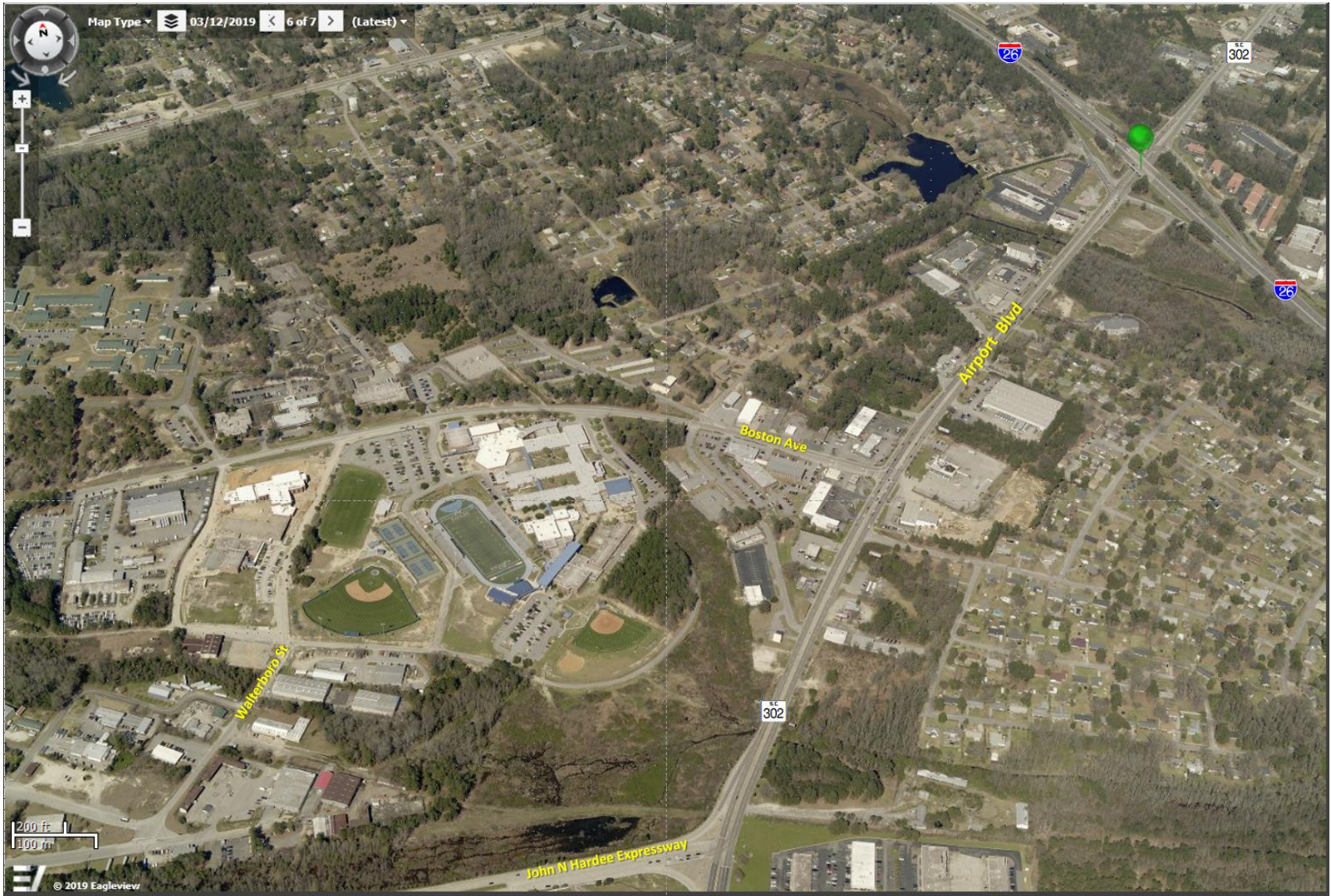
MBLG - Gateway Beautification – Airport Boulevard  
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# I-20 & US Hwy 1 (9.6 Miles To Capitol)



# I-26 & Harbison Blvd (9.4 Miles To Capitol)



# I-26 & SC Hwy 302 (6 Miles to Capitol)



# I-26 & SC Hwy 302 (6 Miles to Capitol)



# I-26 & I-77 (9.5 Miles To Capitol)



# I-20 & I-26 (5.7 Miles To Capitol)





# I-20 & I-77 (9.8 Miles To Capitol)



# I-77 & Forest Dr (9.8 Miles To Capitol)



# I-20 & SC-277 (7.2 Miles To Capitol)

STATE OF SOUTH CAROLINA )  
 ) RESOLUTION 19-\_\_\_\_\_

**FOR GATEWAY BEAUTIFICATION ENDORSEMENT**

WHEREAS, as we all know, the entranceway to our homes is something that we keep clean and inviting, so that our visitors get a clear first impression of the person who curated it. Hopefully, that impression is that this home is cared for, loved and kept in high regard; and

WHEREAS, it is our belief that, collectively, the same attitude needs to be taken as we welcome in visitors to the Greater Midlands area. With nearly 500,000 flight passengers landing at the Columbia Metropolitan Airport in 2019, Airport Boulevard has become the welcoming corridor to many Midlands visitors; and

WHEREAS, this became evident earlier this year when the City of Columbia hosted the 2019 NCAA Men’s Basketball Tournament, which brought fans from 33 different states and a local economic impact of \$11.3 million. All of them that flew into the Columbia Airport got their first glimpses of the communities we know and love by traveling down this corridor; and

WHEREAS, in order to make our community stand out as a shining example of what the Midlands has to offer in terms of business, livability and recreation, it is important that we work together to improve this corridor, so that it is something we are all proud to stand behind; and

WHEREAS, among the eight gateways to the Midlands identified by the Midlands Business Leadership Group, Airport Boulevard has been deemed as the most important and the top priority for improvement.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

It is upon all of us at Lexington and Richland counties, as well as the cities of Cayce, Columbia, Springdale and West Columbia, to take ownership of this entranceway and improve upon it. This may come in the form of plant and vegetative improvements along roadways, as well as possibly approving overlay districts which will regulate architectural designs for future development. Even though each community has its own intricacies and nuances, it is also important to show that we all work, live and love the Midlands together.

We fully endorse the beautification of the Airport Boulevard corridor. Furthermore, we will put forth whatever is needed in terms of ideas, skills and resources to ensure we make our entrance way something to be cherished and proud of for years to come.

We have come together before to make the Midlands great. We believe that we can all come together again to ensure that we stand out as *the entranceway* for our communities and our great state.

\_\_\_\_\_  
Lexington County Council Chairman

\_\_\_\_\_  
Richland County Council Chairman

\_\_\_\_\_  
Mayor of the City of Cayce

\_\_\_\_\_  
Mayor of the City of Columbia

\_\_\_\_\_  
Mayor of the Town of Springdale

\_\_\_\_\_  
Mayor of the City of West Columbia