

RICHLAND COUNTY

SPECIAL CALLED MEETING AGENDA



Tuesday, DECEMBER 10, 2019

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2019



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022





Richland County Special Called Meeting

December 10, 2019 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston
 - a. ROLL CALL
2. **INVOCATION** The Honorable Chakisse Newton
3. **PLEDGE OF ALLEGIANCE** The Honorable Chakisse Newton
4. **APPROVAL OF MINUTES** The Honorable Paul Livingston
 - a. Regular Session: December 3, 2019 [PAGES 9-24]
5. **ADOPTION OF AGENDA** The Honorable Paul Livingston
6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,
County Attorney
 - a. Richland County vs. SC Dept. of Revenue
7. **CITIZEN'S INPUT**
 - a. For Items on the Agenda Not Requiring a Public Hearing
8. **CITIZEN'S INPUT**
 - a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)
9. **REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,
County Administrator

10. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. CentralSC Holiday Drop-In, December 12, 5:00 - 7:00 PM, CentralSC Atrium, 1201 Main Street, Suite 100
- b. Richland County's OSBO Business Appreciation Mixer, December 12, 6:00 - 8:00 PM, Decker Center - Community Room, 2500 Decker Boulevard
- c. Richland County Magistrate's Holiday Luncheon, December 13, 11:30 AM, Trinity Education Community and Conference Center, 2523 Richland Street
- d. January Council Meeting:
 - 1. Regular Session: January 7, 2020, 6:00 PM
 - 2. County Retreat, January 23 - 24, Charleston, SC

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

12. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 19-041MA
Gerald K. James
RU to RC (5.6 Acres)
4008 Leesburg Road
TMS # R25000-01-04F & R25000-01-04A (Portion of)
[THIRD READING] [PAGES 25-26]

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 Ballpark, LLC; and other related matters [PAGES 27-48]
- 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 B-6 Benet Horger LLC; and other related matters [PAGES 49-73]

14. REPORT OF THE 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 [PAGES 74-96]

15. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

The Honorable Chakisse Newton

I. NOTIFICATION OF APPOINTMENTS

- a. Richland Memorial Board of Trustees - Five (5) Vacancies
 - 1. Charles D. Waddell [PAGES 97-98]
 - 2. Shirley D. Mills [PAGES 99-100]
 - 3. Carla Lewis Moore [PAGES 101-102]
 - 4. Edwin B. Garrison [PAGES 103-112]
 - 5. Dr. Traci Young Cooper [PAGES 113-118]
 - 6. Carlton Boyd [PAGES 119-124]
 - 7. Vennawae Qualls [PAGES 125-126]
- b. Township Auditorium Board - One (1) Vacancy
 - 1. Lori S. Murray [PAGES 127-129]
 - 2. Artina L. McKnight [PAGES 130-133]
 - 3. LaToya M. Guider [PAGES 134-135]
 - 4. Andrew N. Theodore [PAGES 136-137]
 - 5. Erinn Rowe [PAGES 138-144]
- c. Central Midlands Regional Transit Authority - One (1) Vacancy
 - 1. LaToya M. Guider [PAGES 145-146]
- d. Lexington/Richland Alcohol and Drug Abuse Council -One (1) Vacancy
 - 1. Vennawae Qualls [PAGES 147-148]

- e. Board of Assessment Appeals - Two (2) Vacancies

- 1. Vennawae Qualls [PAGES 149-150]

16. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

- a. Transportation Project Budget Approval [PAGES 151-157]
- b. Transportation Projects in Acquisition and Under Contract Approval [PAGES 158-167]

17. OTHER ITEMS

The Honorable Paul Livingston

- a. Resolution in Support of Dreamers by Congress [PAGES 168-177]
- b. Authorizing the issuance and sale of not to exceed \$175,000,000 General Obligation Bond Anticipation Notes, Series 2020, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; providing for the payment of the notes and the disposition proceeds thereof; and other matters relating thereto [PAGES 178-180]
- c. FY20 - District 7 Hospitality Tax Allocations [PAGES 181-182]

18. EXECUTIVE SESSION

Larry Smith,
County Attorney

19. MOTION PERIOD

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

REGULAR SESSION
December 3, 2019 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Ashiya Myers, Beverly Harris, Angela Weathersby, Leonardo Brown, Jennifer Wladischkin, Clayton Voignier, Kim Williams-Roberts, James Hayes, Ashley Powell, Quinton Epps, Michael Niermeier, Janet Claggett, Geo Price, Michael Byrd, Judy Carter, Sandra Haynes, Larry Smith, Brittney Hoyle Terry, Cathy Rawls, Tariq Hussain, Dwight Hanna, Ronaldo Myers, Dale Welch, Tyler Kirk, Pam Davis, Chris Eversmann, Stephen Staley, Robin Carter, Synithia Williams, Gary Watts and Brad Farrar

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 Bill Malinowski
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Bill Malinowski
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: November 19, 2019** – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

Ms. Newton requested clarification on which committee the motion, which is 23(a) on p. 31 of the agenda packet.

Mr. Livingston stated the item will be referred to the D&S Committee.

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

Opposed: Malinowski

Present but Not Voting: Manning

The vote was in favor.
 - b. **Zoning Public Hearing: November 21, 2019** – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

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

Present but Not Voting: Myers and Manning

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** – Ms. Kennedy moved, seconded by Ms. Newton, to adopt the agenda as published.

Mr. Smith requested to add two (2) items to the agenda under the Report of the Attorney for Executive Session; Contractual Matter: COMET Payments and Pending Litigation: Richland County vs. PDT. He also requested to defer action on Item 16(a): “Little Jackson Creek/Spring Valley HOA request to remove sediment” until after Executive Session.

Mr. Manning inquired if those items came in after the agenda was sent out.

Mr. Smith responded the items did not come in after the agenda was sent out.

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

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

Opposed: Manning

The vote was in favor.

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

- a. Richland County vs. SC Dept. of Revenue Update
- b. Contractual Matter: COMET Payments
- c. Pending Litigation: Richland County vs. PDT
- d. Little Jackson Creek/Spring Valley HOA request to remove sediment

7. **CITIZENS’ INPUT**

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

8. **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) – Mr. Matthew Graves spoke about the management of the Transportation Penny Program.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Plastic Bag Ordinance Update – Ms. Davis stated the Plastic Bag Ordinance Task Force is comprised of 18 employees representing 9 divisions. The task force is a response to the direction by Council of August 1, when Council gave 2nd Reading to the ordinance. Staff was instructed to conduct an education and feedback campaign and to bring back a plastic bag ban ordinance ready for 3rd

Regular Session
December 3, 2019

Reading in 1-year. The first step in the process is conduct surveys. Two surveys have been developed. One for residents, and one for the business community. The surveys were provided to Council in early November for review and feedback. The task force has identified many different stakeholder groups, and many different ways to reach out to them. The survey period will be for 3 ½ months; starting December 6 (Arbor Day) and ending on March 18, 2002 (World Recycling Day). The second step in this process is roundtables. The County will be hosting several roundtable meetings around the County, but they will also be reaching out to the stakeholders to inquire if they can come to their meetings. The roundtable period will be 3-months, which will be March 1 – May 30. The final step in the process is the ordinance preparation for 3rd Reading. The task force will be looking at the general consensus from the surveys, and the roundtables. They will use the information to revise the ordinance for 3rd Reading. The ordinance preparation period is 2 months, which will run from May 1 – June 30. The plan is to bring the ordinance back before Council in July.

Mr. Malinowski stated, for clarification, this is a done deal and we are having an ordinance created, to the exclusion of any input, at this point. He stated it could ultimately be decided that this ban is not wanted, and there is no need to go with those steps.

Ms. Davis stated we want to make sure that we do not limit the input to surveys. We want to have the roundtables, as well. If the overwhelming response is “no” we do not want it, then we would have to bring that to Council’s attention because that would be in conflict with Council’s direction to bring something for 3rd Reading.

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

- a. Richland County Conservation Commission & Soil & Water District Holiday Drop-In, December 10, 4:30 – 6:00 PM, 3rd Floor Atrium – Ms. Roberts reminded Council of the upcoming Conservation Commission and Water & Soil District Holiday Drop-In.
- b. CentralSC Holiday Drop-In, December 12, 5:00 – 7:00 PM, CentralSC Atrium, 1201 Main Street, Suite 100 – Ms. Roberts reminded Council of the upcoming CentralSC Holiday Drop-In.
- c. Richland County’s OSBO Business Appreciation Mixer, December 12, 6:00 – 8:00 PM, Decker Center – Community Room, 2500 Decker Boulevard – Ms. Roberts reminded Council of the upcoming OSBO Business Appreciation Mixer.

Ms. Dickerson requested an explanation of this invitation.

Ms. Powell stated it is her understanding that it is a mixer to appreciate small businesses that interact with the OSBO Office, but she will follow-up with Ms. Keefer and provide a definitive explanation of the invitation.

- d. Richland County Magistrate’s Holiday Luncheon, December 13, 11:30 AM, Trinity Education Community and Conference Center, 2523 Richland Street – Ms. Roberts reminded Council of the upcoming Richland County Magistrates’ Holiday Luncheon.
- e. December Meeting Schedule: (a) December 3 – Regular Session; (b) December 10 – Special Called; (c) December 17 – Development & Services, Administration & Finance, and Zoning Public Hearing – Ms. Roberts reminded Council of the December meeting schedule.

11. **REPORT OF THE CHAIR**

- a. **Livestreaming Retreat** – Mr. Livingston stated, as you recall, at the last meeting we took action on the location of the Retreat, but part of the discussion, before we determine if we are going to livestream the Retreat, was the costs. Starting on p. 35, of the agenda, there information in relation to the fiscal impact of livestreaming or recording the Retreat. To livestream would be approximately \$10,384.00, and the total cost for recording would be approximately \$8,598.00.

Mr. Brown stated the hotel will not allow outside equipment for recording, so you would have to use their equipment if you would like to record or livestream.

Ms. Dickerson inquired if we livestreamed the Retreat last year.

Mr. Livingston responded that we recorded the Retreat last year.

Mr. Manning inquired if there are two (2) different costs.

Mr. Brown stated to record is \$8,598.26, which is reflected on p. 43 of the agenda packet, and to livestream is \$10,384.90, which is reflected on p. 37 of the agenda packet.

Mr. Manning inquired if we are adding those numbers up to be \$18,900, or is it a matter of an additional \$2,000 to see it, while we meet.

Mr. Brown was informed by IT that the \$10,384.90 includes livestreaming and recording of the Retreat, and to only record the Retreat would be approximately \$8,600.

Mr. Manning inquired if we are going to record it, at \$8,600, or are we going to add another \$2,000 to livestream.

Mr. Livingston stated he believes the intent is to record the Retreat, but the question had to do with livestreaming.

Mr. Manning stated, for clarification, the Retreat is going to be recorded.

Mr. Livingston stated he is not sure we have determined that.

Ms. McBride stated last year it cost approximately \$3,100 to record. This year it has gone up to over \$8,000. The number of views to date of last year's Retreat is 144, so we need to consider the fiscal impact.

Ms. Terracio moved, seconded by Mr. Manning, to record and livestream the Retreat.

Ms. Newton made a substitute motion, seconded by Ms. Dickerson, to record the Retreat.

Ms. Myers offered a friendly amendment to only record those portions that are appropriate for public dissemination.

Mr. Manning made a 2nd substitute motion, given this new information, that we hold the Retreat in Chambers and livestream it to the public.

Mr. Livingston ruled the 2nd substitute motion is not properly before us because we have already voted where to hold the Retreat.

Mr. Malinowski challenged the Chair's ruling, and requested the Parliamentarian to weigh in on whether the motion is properly before the body.

Mr. Smith stated, if he understands Mr. Manning's motion, it included the place where the session was to occur, and Council has already determined that would be in Charleston. Unless you are going to reconsider, or rescind, that action, the issue of where it is going to occur has been decided.

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

Opposed: Terracio, Malinowski, Manning and Walker

The vote was in favor.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending Ordinance 039-12HR, the Ordinance Authorizing the one percent (1%) Transportation Sales and Use Tax; so as to amend the projects list as it relates to greenways – Ms. Terracio moved to defer the public hearing, since we had short notice. She wants to speak to everybody that has put so much heart and soul in to getting this to the point it is today. She thanked those that showed up, and rearranged their schedules to be here. She wants to ensure that we have the maximum quantity of greenway, and that we maximize our expertise and funding for the greenways.

Mr. Livingston stated this is a public announced public hearing, and we cannot deny the people that wish to speak at this public hearing.

Mr. Malinowski stated that happens quite a bit in Zoning Public Hearing meetings.

Mr. Livingston stated we still give those people the option to speak, or not.

Mr. Malinowski stated you have to make it clear that they cannot come back and speak again.

Ms. Myers stated, for clarity, the rules for public hearings are, when you sign up to speak, you get to speak, on a particular issue, at a public hearing only once. If we have a 2nd hearing on the matter, you cannot speak on it again.

Mr. Manning stated, for clarification, we are letting these people know that this is still on the agenda today for 3rd Reading, but we are telling them they may not want to speak tonight because it may get deferred.

Mr. Livingston stated that was his point. They will make that decision for themselves.

Mr. Manning stated they do not know if we are going to vote on 3rd Reading tonight. How do they make a decision whether they want to speak, when we have 3rd Reading scheduled for later tonight?

Mr. Livingston stated, according to our rules, they can speak now, and if it is deferred Council will have to decide whether or not to waive the rules to allow them to speak again.

Ms. Dickerson inquired if we had a public hearing on 1st or 2nd Reading. She stated we have these people out here tonight, for a 3rd Reading item, and we do not know if it is going to be deferred or voted down. She stated the Chair will have to make that ruling.

Ms. Terracio inquired, if this item were to appear, at a later point, would citizens be given the chance to speak during citizens' input.

The response was that the citizens would not be allowed to speak.

Mr. Jackson stated this item came from the Transportation Ad Hoc Committee. It has been debated for more than a year. The question that arose, with this Council, was very simple. There were several greenway approved areas that no longer seemed to be relevant for greenways. The question the committee wanted to bring to the full Council was whether the funds designated for the greenways that now have obstructions, and can no longer have a greenway run there, could be used in other areas/places within the greenway budget. This Council said that the Transportation Ad Hoc Committee did not have the authority to move those funds around, based upon the way the referendum was passed. Then, Council said, you can come back and remove the restriction for the greenway budget by having 3 Readings and a Public Hearing. This was said several months ago, so we then made the motion to eliminate the restrictions and funding that impact greenways that can no longer be built. Once that has been voted on, then the discussion will come back for the appropriate use of the funds, and how they can be used. The issue tonight is to simply decide whether or not we want to remove the restrictions from greenways that cannot be built, and then come back to Council to address how to use those funds.

Ms. Carol Kososki, Mr. Robert Squirewell, Mr. Jim Thomas, Ms. LaBruce Alexander, Ms. Madilyn Fletcher, Ms. Emily Jones, Mr. Mark Huguley and Mr. Charles Weber spoke in favor of this item.

- b. An Ordinance Providing for the issuance and sale of Utility System Revenue Bonds of Richland County, South Carolina, and other matters relating thereto – No one signed up to speak.
- c. An Ordinance Providing for the issuance and sale of not exceeding \$35,000,000 Utility System Revenue Bonds, Series 2020, of Richland County, South Carolina, for the expenditure of the proceeds thereof, for the payment of said bonds, and other matters relating thereto – No one signed up to speak.
- d. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to Ballpark, LLC; and other related matters – No one signed up to speak.
- e. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Schneider Electric USA, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters – No one signed up to speak.
- f. 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 B-6 Benet Horger LLC; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. 19-041MA, Gerald K. James, RU to RC (5.6 Acres), 4008 Leesburg Road, TMS # R25000-01-04F & R25000-01-04A [SECOND READING] – Ms. Newton moved, seconded by Ms. Terracio, to approve this item.

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

Present but Not Voting: Newton and Manning

The vote in favor was unanimous.

- b. Conversion of Six Part-Time Deputy Coroner Positions to Full-Time Status – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item.

Ms. Newton requested that after an appropriate period, whether it is be year or 18 months that we get information back to confirm there were cost savings.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- c. Amend the Hospitality Tax Council Allocation Process – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item.

Ms. Myers inquired about the source of funds for the Hospitality Tax, which we allocate.

Mr. Hayes stated the source of funding is the \$1.8M that Council votes on annually, and is then equally divided among the Council members. The source of the \$1.8M is the 2% from food and beverage purchases in Richland County.

Ms. Myers inquired if the funds are generated by all of Richland County.

Mr. Hayes stated the vast majority is generated in Richland County, but a portion of Eastover and Irmo also generates funding.

Ms. Myers stated, is it not all generated from areas of unincorporated Richland County, to include parts of Eastover and Irmo, and that it is not generated from other areas of the incorporated Richland County (i.e. Columbia, Blythewood, Arcadia Lakes and Forest Acre).

Mr. Hayes stated Ms. Hamm can speak more to that.

Ms. Myers stated, according to the briefing document, we do not collect the money from those areas. She stated she is asking a series of questions, to get to a point. She inquired as to how much we collected last year from unincorporated Richland County, and the portions of Eastover and Irmo that contribute.

Mr. Hayes stated we collected approximately \$8M.

Ms. Myers inquired, of the \$8M, how much was reinvested in those areas, which is the point of collecting the 2% tax from those areas.

Mr. Hayes stated he does not have that information in front of him. He stated they have the grantees broken down by tax districts, so he could provide that information.

Ms. Myers inquired if we get any of the 2% hospitality tax funds from the other incorporated municipalities that collect the tax.

Mr. Hayes stated that would be a question for Ms. Hamm.

Ms. Myers stated the City of Columbia and the Town of Blythewood are not writing us a check. The point of her questions is, the rules as we have now skewed them, and the funding that we gave out last year, it supposed to be a 75%/25% distribution because we are reinvesting in the places from which we get the money. We go out and gather taxes from particular places in Richland; we are supposed to reinvest it in those places. Typically, that is not what has happened. These new requirements are directed at grantees, but they are not directed at the County, and how we approve/disapprove potential grantees. Even though the rule is a 75/25 split, it does not work out that way. We should be building buildings with the money, but we are not. She proposed an amendment to the motion to more stringently define what we are doing by tracking where the money is going, and when we reach that limit Council be notified, so they can make a decision. Rather than just giving the money out because it is a tax, and it does not come from everywhere. She is cognizant of the fact that the reinvestment has not done what it is supposed to do.

Ms. Dickerson stated she believes her district and District 9 collected more funds than any other districts, and they got nothing out of it. She would be glad to look at this if the funds are going to be more equitably distributed to the particular areas that generate those funds.

Ms. Myers suggested the allocations be tracked by the Budget & Grants Office, and when we have hit the 25% mark, it be brought back to us for a decision. What we are doing with the money is not spurring the kind of investment and economic development that we should see.

Mr. Malinowski requested Mr. Hayes to determine when the 25% rule was put in place. In the briefing document it says, "25% will be allocated". It was his understanding the language was "up to 25%" may be allocated. It was not hard and fast; therefore, he does not want anyone to think we have to give 25%.

Mr. Manning stated his understanding was that the hospitality tax, per State law, was related to developing tourism, but he has heard twice that it was for economic development.

Mr. Hayes stated the Grant Guidelines says, "Funds will be distributed with a goal of 75% dedicated to organizations and projects that generate tourism in the unincorporated areas of Richland County, and in municipal areas where Hospitality Tax revenues are collected by the County."

Ms. Myers stated she used the term "economic development" because numbers 1, 2, 5 and 6 under SC Code of Laws Section 6-1-730 relate to:

- (1) Tourism-related buildings...
- (2) tourism related cultural, recreational, or historic facilities;
- (6) water and sewer infrastructure to serve tourism demands.

She stated all of those things drive economic development, so she used it as a catch-all.

Ms. McBride thanked Mr. Hayes for clarifying that the 75/25 split was a goal. She understands, and supports, that it is for unincorporated Richland County. She stated she frequents restaurants in unincorporated Richland County, and most of her constituents' frequent restaurants in unincorporated Richland County. We put a lot of money back into Richland County, even though we live in the incorporated area. She thinks it is all fair, in terms of how we disburse the funds, based on need, which is why we put a goal. She inquired if we are talking about all hospitality funds.

Mr. Hayes stated the Grant Guidelines speak specifically to the H-Tax Promotions Program, which are the groups that apply through the H-Tax Committee, or are funded through Council motions.

Ms. McBride stated we have County agencies that serve incorporated, and unincorporated, so everybody reaps the benefits. When we are making rules, we have to be careful to make sure that we are not missing people that are contributing also.

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

Opposed: Walker

Present but Not Voting: Manning

The vote was in favor.

- d. Intergovernmental Agreement – Town of Eastover – Magistrate Renewal – Mr. Malinowski stated on p. 94 of the agenda packet, the last line of #7 says, “Any such change in compensation shall be timely reported to the County by the Town.” He inquired if there was a reason why we cannot put a specific timeframe in there. He requested to change the language as follows: “Any such change in compensation shall be reported to the County by the Town within 30 days.”

Ms. Dickerson moved, seconded by Mr. Malinowski, to approve this item with Mr. Malinowski's friendly amendment.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- e. Intergovernmental Agreement with the City of Columbia for Murray Point Water system – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item.

Ms. Myers stated, for clarification, the connection fee is \$70,000.

Mr. Hussain stated that is the target, but they are hoping to do it themselves, which will make it a lot less.

Ms. Myers inquired, if it is correct, that this is for 14 customers.

Mr. Hussain responded in the affirmative.

Ms. Myers stated the briefing document says that we are going to break even charging \$20 a month.

Mr. Hussain stated the \$20 a month is base, plus usage if they go over 1,000 gallons.

Ms. Myers stated, if it is costing \$70,000 to connect 14 customers, at \$20 a month it would take us 20 years to recoup the costs, which she is okay with that because they do not have water. Her point is, in other parts of the County, we have used a rate study to set the rates, and we are recouping 100% of the costs, even in places where we have gone in and raised rates. If we are doing that in other parts of the County, we should do the same thing everywhere. If we are subsidizes this, it does not trouble her because we have an emergency here. When we are looking at this issues, going forward, there does have to be equity in how we treat citizens using their money. She would like to see a rate study and rates set like they have been for other places across the County, on an enterprise basis.

Mr. Hussain stated there is a rate study included, but the rate study only covers the places where we generate water. In this case, we are getting it from the City of Columbia. The City of Columbia raised their rates on their bulk water in July, so they are not going to raise rates for another year.

Ms. Myers stated, for clarification, we are going to rebuild our well. We are doing this because our well went dry. At some point, we have to have the money there.

Ms. McBride inquired about what would happen if this is not approved.

Mr. Hussain stated the customers would be out of water. We would have to truck water in for them.

Ms. McBride stated, for clarification, the will not be out of water; another procedure would have to be put in place.

Mr. Hussain stated they have to dig another well. They have get an easement to build a new well, and then have it approved by DHEC.

Ms. Dickerson stated for of us that are paying significant amounts it appears they are getting a bargain. She would like to find a way for this to balance out.

Mr. Hussain stated most of these customers pay a base rate of \$20, and then pay additional fees for the water they use over 1,000 gallons.

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

Abstain: McBride

Present but Not Voting: Manning

The vote in favor was unanimous with Ms. McBride abstaining from the vote due to inequity, in terms of various communities.

14. **THIRD READING ITEM**

- a. An Ordinance Amending Ordinance 039-12HR, the Ordinance Authorizing the one percent (1%) Transportation Sales and Use Tax; so as to amend the projects list as it relates to greenways – Mr. Jackson moved, seconded by Mr. Manning, to approve this item.

Mr. Malinowski stated there were more projects in the referendum than are being done. He inquired about how many greenways projects were in the referendum.

Mr. Niermeier stated the 15 before you are the ones that are not under construction or completed. There were 17 greenways in the referendum. The Lincoln Tunnel has been completed, and the Three Rivers Greenway is nearing completion.

Ms. Newton stated she received information today, related to greenways, which she would like to see if it is possible to incorporate in this item. Specifically, regarding the Saluda Greenway. The project was originally in 2 phases. We have completed Phase I, but Phase II is not listed in this item, so she would look for an opportunity to add that to this list.

Mr. Livingston inquired if the current projects spend all the funds, or would there be funds remaining.

Mr. Niermeier stated there was approximately \$20M for the greenways. Currently there was \$7.9M associated with the Saluda River Project, otherwise known as Three Rivers Greenway. The money set for that was incorporated in Phase I. There will be some remaining at the end, but he does not have the information in front of him that shows how much could be left over to continue the extension up toward the Broad River.

Mr. Livingston would like to entertain a motion that any additional funding, in that program, go toward the Three Rivers Greenway – Phase 2.

Mr. Jackson stated he would accept that amendment.

Ms. Terracio requested that staff seek out any additional grants or work with other organizations to complete as much as possible of the Three Rivers Greenway – Phase 2.

Ms. McBride stated she thought the original motion took care of all that because it gave Council the ability to look at different programming, and she does not think it is necessary to add those other projects.

Ms. Newton stated she did not want us to make a vote that precludes them from doing it.

Mr. Malinowski stated, for clarification, Mr. Niermeier said there is approximately \$20M for the greenways projects. The projects that are already completed, and what is front of us does not exceed the \$20M.

Mr. Niermeier stated there is \$20,970,779 within the Greenway category. The Lincoln Tunnel costs \$1.47M, and they have expended \$7.4M on Three Rivers. There is approximately \$12M to complete the remaining greenways. The realignment that was put before you, we can do the viable greenways.

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

Opposed: Walker

The vote was in favor.

- b. An Ordinance providing for the issuance and sale of Utility System Revenue Bonds of Richland County, South Carolina, and other matters relating thereto – Ms. Myers moved, seconded by Ms. Newton, to approve this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

- c. An Ordinance providing for the issuance and sale of not exceeding \$35,000,000 Utility System Revenue Bonds, Series 2020, of Richland County, South Carolina, for the expenditure of the proceeds thereof, for the payment of said bonds, and other matters relating thereto – Ms. Myers moved, seconded by Ms. Newton, to approve this item.

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

Present but Not Voting: Newton and Manning

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

Ms. Myers thanked her colleagues for their support on this very important project underway.

- d. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County, the

execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to Ballpark, LLC; and other related matters – Mr. Jackson moved, seconded by Ms. Myers, to approve this item.

Ms. Dickerson stated she requested that someone give her some further information, and a meeting with staff, regarding this matter. She stated she does not understand the public infrastructure credits.

Ms. Dickerson made a substitute motion, seconded by Mr. Malinowski, to defer this item until the December 10th Council meeting.

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

Opposed: Walker and Livingston

Present but Not Voting: Manning

The vote was in favor.

Ms. Dickerson requested that the County Administrator assist with scheduling a meeting with staff for her, and any other Council members that wish to attend.

- e. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Schneider Electric USA, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Jackson moved, seconded by Ms. Myers, to approve this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- f. 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 B-6 Benet Horger LLC; and other related matters – Mr. Jackson moved, seconded by Ms. Myers, to approve this item.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, to defer this item until the December 10th Council meeting.

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

Opposed: Walker and Livingston

Present but Not Voting: Manning

The vote was in favor.

15. **SECOND READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to [Project Kline]; and other related matters – Mr. Jackson moved, seconded by Mr. Walker, to approve this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

16. **REPORT OF DEVELOPMENT & SERVICES COMMITTEE**

- a. Little Jackson Creek/Spring Valley HOA request to remove sediment – Mr. Malinowski moved, seconded by Ms. Dickerson, to defer this item until after Executive Session.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Jackson, to proceed as discussed in Executive Session.

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

Opposed: Malinowski and McBride

Abstain: Myers

Present but Not Voting: Manning

The vote was in favor with Ms. Myers abstaining from the vote, since she owns a house in the community.

- b. Resolution in Support of Dreamers by Congress – Ms. Kennedy stated the committee recommended approval of this item.

Mr. Malinowski stated, at the committee meeting, Ms. Myers requested the numbers narrowed down to Richland County, and he did not see any included in the agenda packet. In addition, he provided a question, and has not been provided with a response.

Mr. Brown stated, it was his understanding, that during the course of the discussion that Mr. Manning had requested various members communicate information, based on their individual experience. He did not take that to mean that Administration staff was to bring back the numbers.

Mr. Malinowski moved, seconded by Ms. Myers, to defer this to the December 10th Council meeting.

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

Opposed: Manning and McBride

The vote was in favor.

17. **OTHER ITEMS**

- a. Subdivision Abandoned Paved Road Relief Program – Mr. Manning moved, seconded by Ms. McBride, to defer this item until the December 10th Council meeting.

In Favor: Livingston and McBride

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

The motion for deferral to the December 10th Council meeting failed.

Ms. Newton moved, seconded by Ms. Myers, to defer this item until the February 11th Council meeting.

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

Opposed: Malinowski, Jackson, Manning and Walker

The vote was in favor.

- b. FY20 – District 4 Hospitality Tax Allocations – Mr. Manning moved, seconded by Ms. McBride, to approve this item.

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

Present but Not Voting: Manning and Walker

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning and Walker

The motion for reconsideration failed.

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

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

Opposed: Malinowski, Jackson, Manning and Walker

The vote was in favor.

Council went into Executive Session at approximately 7:52 PM and came out at approximately 9:15 PM

Ms. Kennedy moved, seconded by Ms. Myers, to come out of Executive Session.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- a. Richland County vs. SC Dept. of Revenue – Mr. Jackson moved, seconded by Ms. Dickerson, to instruct the appropriate staff to proceed with moving forward with the SCDOR negotiations, based upon the comments and discussion in Executive Session. In addition, to include up to the amount, as discussed, and to include all additional criteria and direction given to the County Administrator and Legal staff.

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

Opposed: Livingston

The vote was in favor.

19. **MOTION PERIOD** – There were no motions submitted.
20. **ADJOURNMENT** – The meeting adjourned at approximately 9:19 PM.

Richland County Council Request for Action

Subject:

19-041MA
Gerald K. James
RU to RC (5.6 Acres)
4008 Leesburg Road
TMS # R25000-01-04F & R25000-01-04A (Portion of)

Notes:

First Reading: November 21, 2019
Second Reading: December 3, 2019
Third Reading: December 10, 2019 {Tentative}
Public Hearing: November 21, 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 # R25000-01-04F and # R25000-01-04A (PORTION OF) FROM RURAL DISTRICT (RU) TO RURAL COMMERCIAL DISTRICT (RC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R25000-01-04F and # R25000-01-04A (portion of) from Rural District (RU) to Rural Commercial District (RC).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 21, 2019
First Reading: November 21, 2019
Second Reading: December 3, 2019
Third Reading: December 10, 2019

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: October 15, 2019

Second Reading: November 5, 2019

Third Reading: December 10, 2019 {Tentative}

Public Hearing: December 3, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

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

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

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

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

WHEREAS, Ballpark, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“Company”) desires to establish market rate housing and retail facilities within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$50,000,000;

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

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

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

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

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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Public Hearing: December 3, 2019
Third Reading: December 3, 2019

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

BALLPARK, LLC

Effective as of: _____, 2019

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____. 2019 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and BALLPARK, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, the Company has committed to establish market rate housing and retail facilities in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$50,000,000;

WHEREAS, by an ordinance enacted on _____, 2019 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina 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, acting by and through its City Council, enacted, on _____, 2019, a [resolution/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 or in connection with the Project, subject to the terms and conditions below.

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

ARTICLE I REPRESENTATIONS

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

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

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

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

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$50,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than [DATE] ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment

Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.2. Public Infrastructure Commitment.

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

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

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

Section 2.3. Public Infrastructure Credits.

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

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

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

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

Section 2.4. Filings. To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2020, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

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

ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) An abandonment or closure of the Project; For purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the project in service by December 31, 2023;

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

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Examination of Records; Confidentiality.

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

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

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

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

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

Section 4.5. Limitation of Liability.

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

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

Section 4.6. Indemnification Covenant.

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

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

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

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

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

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

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

with a copy to Parker Poe Adams & Bernstein LLP
(does not constitute notice): 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:

Ballpark, LLC

Phone: _____

Fax: _____

with a copy to

Burnet R. Maybank III, Esq.

Nexsen Pruet, LLC

1230 Main Street, Suite 700 (29201)

Post Office Box 2426

Columbia, South Carolina (29202)

Phone: 803.771.8900

Fax: 803.253.8277

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

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

BALLPARK, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

“The Ballpark”

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

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

EXHIBIT B (See Section 2.2)
DESCRIPTION OF PUBLIC INFRASTRUCTURE

The project will have both onsite and offsite infrastructure improvements. Onsite, the project will address the earthwork necessary on the site, the Rocky Branch channel improvements, and the water/sewer infrastructure. Offsite, the project will extensively mitigate flooding by excavating the channel, removing the trestle, and installing box culverts with a 72” reinforced concrete pipe. In addition, the project will make resurfacing improvements to Assembly Street that will include a new traffic signal and bus stop. Here is a summarized forecasted budget of the public improvements associated with the project.

Preliminary Budget – Ballpark Mixed-Use Development	
Rocky Branch Flood Mitigation & Olympia Park Stream Restoration	
Engineering, Design & Permitting	
Olympia Park Stream Restoration (EPC; Environ. Permitting Consultants)	621,315
Rocky Branch Flooding (PACE Engineering)	165,000
Box Culverts & DOT Olympia Ave. (Genesis Consulting)	15,000
Geo technical & Environmental testing (Vulcan soils)	17,900
Permits	15,000
Surveying	15,000
Total Engineering, Design & Permitting	849,215
Land, Legal & Insurance	
CSX Land Purchase	159,000
Other Land Purchase or Easement	35,000
Legal	25,000
Insurance & Performance Bond	66,809
Total Land, Legal & Insurance	285,809
Excavate Channel, Remove Trestle, Install 72" RCP and Box Culverts	3,490,000
Environmental Contingency (Soil Contamination)	200,000
Contingency (% of overall budget)	253,949
Total Flood Mitigation & Park / Stream Restoration Cost	5,078,972
Preliminary Budget – Ballpark Mixed-Use Development	
Public Improvements (DOT: Assembly & Ferguson; RB Connect Multi-Modal Paths, Greenway)	
DOT Road Improvements	
DOT Road Improvements - Assembly Street (Mill, Pave, Re-mark)	642,000
DOT Road Improvements - Ferguson Street	325,000
Total DOT Road Improvements	967,000
Rocky Branch Channel Improvements	
Channel Connection: Rocky Branch Clean & Flow Improve Allowance	135,000
Channel Improvement (Amenity: Rock Structures & Bridges from Assembly)	185,000
Total Rocky Branch Channel Improvements	320,000
Multi-Modal Paths Around Site and Up Assembly to Youinion	
Multi-Modal Path (Surrounding Site) Allowance: Assembly, Ferguson, Dreyfus	235,000
Multi-Modal Path Off-Site Allowance: Dreyfus to Church (Site to Aspyre/Youinion)	95,000
Rocky Branch Crossing on Assembly To Aspyre (Bridge & Box Culverts) - Allowance	190,000
Total Multi-Modal Paths Around Site and Up Assembly to Youinion	510,000
Traffic Signal & Bus Stop/Shelter	
Traffic Signal; Ferguson/Assembly	130,000
Comer; Bus & USC Shuttle Stop/Shelter	10,000
Total Traffic Signal & Bus Stop/Shelter	140,000
Professional Services Allocation (Legal & Civil Engineering)	
Legal Allocation	10% 20,000
Civil Engineering Allocation	10% 30,000
Total Professional Services Allocation (Legal & Civil Engineering)	50,000
Additional Public Improvements & Contributions	
Greenway Contribution	250,000
Historic Columbia Contribution	60,000
Security	Not Included
Total Public Improvements & Contributions	310,000
Total Other Public Improvements (Partial List)	2,297,000
Total Flood Mitigation, Stream Restoration, Road, Paths, Greenway & "Other"	7,375,972

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

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 B-6 Benet Horger LLC; and other related matters

Notes:

First Reading: November 5, 2019
Second Reading: November 19, 2019
Third Reading: December 10, 2019 {Tentative}
Public Hearing: December 3, 2019

**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 B-6 BENET HORGER 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, B-6 Benet Horger 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 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 \$45,000,000, 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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 5, 2019
Second Reading: November 19, 2019
Public Hearing: December 3, 2019
Third Reading: December 3, 2019

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

B-6 BENET HORGER LLC

Effective as of: December 3, 2019

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of December 3, 2019 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and B-6 BENET HORGER 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 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 \$45,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on December 3, 2019 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property 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, in accordance with Section 4-1-170(C) of the Act, the City, acting by and through its City Council, enacted, on December 3, 2019, an ordinance consenting to the inclusion of the Land 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 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 \$45,000,000 in taxable property in the Project ("Investment Commitment") by December 3, 2024 ("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. 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.

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, 2023;

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

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

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

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

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

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

Section 4.5. Limitation of Liability.

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

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

Section 4.6. *Indemnification Covenant.*

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

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

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

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

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

Section 4.7. *Notices.* All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when

(i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

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

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: B-6 Benet Horger LLC
 c/o Proffitt Dixon Partners, LLC
 Attn: Matt Poindexter
 1420 East 7th Street, Suite 150
 Charlotte, North Carolina 28204
 Phone: _____
 Fax: _____

with a copy to Tushar V. Chikhliker, Esq.
 Nexsen Pruet, LLC
 1230 Main Street, Suite 700 (29201)
 Post Office Box 2426
 Columbia, South Carolina (29202)
 Phone: 803.771.8900
 Fax: 803.253.8277

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

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

arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, B-6 BENET HORGER LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

B-6 BENET HORGER LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

ALL that certain piece, parcel or lot of land, including air rights, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and within the following two parcels, to-wit:

Parcel C-6

Parcel C-6 as shown on a Subdivision Plat prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated September 4, 2018 and recorded September 27, 2018 in the Office of the Register of Deeds for Richland County in Book 2338, at page 2806. Said property containing 1.62 Acres, and being described as follows: Commencing at a #5 rebar found in the southern quadrant of the Boyce Street and Freed Street intersection; said #5 rebar found is the Point of Beginning; thence running in a southeasterly direction S19°07'17"E along the Boyce Street westerly right-of-way for a distance of 302.96 feet to a #5 rebar set on said right-of-way; thence turning and running in a southwesterly direction S70°52'43"W along Parcel C-7 belonging to Tellus Delaware, LLC for a distance of 262.78 feet to a P.K. Nail set; thence turning and running in a northwesterly direction N 19°07'17"W along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 43.35 feet to a P.K. Nail set; thence turning and running in a northeasterly direction N70°56'58"E along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 34.79 feet to a P.K. Nail set; thence turning and running in a northwesterly direction N 19°03'02" W through the Williams Building and along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 259.92 feet to a P.K. Nail set; thence turning and running in a northeasterly direction N70°56'45"E along Parcel A-4 belonging to Tellus Delaware, LLC for a distance of 227 .67 feet to a #5 rebar found on the Boyce Street right-of-way in the southern quadrant of the Boyce Street and Freed Street intersection; said point being the Point of Beginning.

TMS No.: R09-113-16-03 (portion of)

Parcel C-7

Parcel C-7 as shown on a Subdivision Plat prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated November 15, 2017 and recorded December 20, 2017 in the Office of the Register of Deeds for Richland County in Book 2268, at page 2778. Said property containing 3.05 Acres, and being described as follows: Commencing at a #5 rebar found at the southwesterly end of the right-of-way of Saunders Street at its corner with property belonging to South Carolina Department of Mental Health and proceeding N19°03'15"W 72.00 feet to the Point of Beginning; thence running in a southwesterly direction S70°52'43"W along property belonging to South Carolina Department of Mental Health for a distance of 268.84 feet to a #5 rebar set; thence turning and running northwesterly direction N19°07'17"W along property now or formerly belonging to South Carolina Department of Mental Health for a distance of 465.62 feet to a #5 rebar set; thence turning and running in a northeasterly direction N70°52'43"E along Parcel C-6 belonging to BullStreet Retail, LLC for a distance of 262.78 feet to a #5 rebar set; thence turning and running in a southeasterly direction S19°07'17"E along the westerly right-of-way of Boyce Street for a distance of 15.85 feet to a #5

A-1

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rebar found; thence continuing along the right-of-way of Boyce Street in a southeasterly direction S49°03'15"E for a distance of 49.17 feet to a #5 rebar found; thence continuing along the right-of-way of Boyce Street in a southeasterly direction S19°03'15"E for a distance of 407.20 feet to a #5 rebar found on the Boyce Street right-of-way in the western quadrant of the Boyce Street and Saunders Street intersection; said point being the Point of Beginning.

Further described as Lots 2, 4 (including references to divisions A-G), and Bridge as shown on a Summary Plat of seven (7) pages, entitled Bull Street Subdivision prepared for BullStreet Retail, LLC, by Site Design, Inc. and dated November 1, 2019.

TMS No.: R11501-02-01 (portion of)

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes a parking deck that will provide 345 spaces on 4 levels. The lowest level will provide approximately 74 spaces for the general public visiting The BullStreet District. The remaining spaces will serve the residential and office uses within The BullStreet District. In addition to the parking deck, general infrastructure benefiting the public will be constructed around the perimeter of the Project, including sidewalks, plaza areas, site lighting, utility connections, some surface parking, all as set forth in greater detail below.

Company Public Infrastructure Budget Estimate	
Parking Deck (Hard Costs)	
	Budget
Land Costs	\$151,000
Construction Estimate	\$5,955,000
Hard Costs Contingency	\$357,300
Total Hard Costs	\$6,463,300
Parking Deck (Soft Costs)	
	Budget
Due Diligence & Survey	\$28,000
Legal, Insurance and Related Fees	\$52,000
Financing	\$137,000
Architecture & Engineering	\$90,000
Consultants	\$12,000
Miscellaneous Soft Costs	\$13,000
Total Soft Costs	\$332,000
Total Parking Deck Costs	\$6,795,300
Additional Public Infrastructure	
	Budget
Right-of-Way Hardscape	\$425,000
Right-of-Way Landscaping	\$275,000
Public Infrastructure Lighting	\$165,000
Architecture, Engineering & Survey	\$62,000
Contingency	\$55,620
Total Additional Infrastructure Costs	\$982,620
Total Company Public Infrastructure Costs	\$7,777,920

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 10th 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 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 A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT HUGER; 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 Huger, a _____ 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 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 \$58,000,000, 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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: December 10, 2019
Second Reading: _____, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT HUGER

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 HUGER, a _____ (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 \$58,000,000, 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, in accordance with Section 4-1-170(C) of the Act, the City, acting by and through its City Council, enacted, on _____, 2020, an ordinance consenting to the inclusion of the Land 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 _____, has power to conduct business in the State of _____ 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 \$58,000,000 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. 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.

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, 2024;

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

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

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

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

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

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

Section 4.5. Limitation of Liability.

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

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

Section 4.6. *Indemnification Covenant.*

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

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

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

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

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

Section 4.7. *Notices.* All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when

(i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

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

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: PROJECT HUGER
Attn: _____

Phone: _____
Fax: _____

with a copy to Tushar V. Chikhliker, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.771.8900
Fax: 803.253.8277

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

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

amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

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

PROJECT HUGER

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 an isolated parking structure that will provide approximately 400 spaces. All spaces within this parking structure will be available to the public for hourly, daily, and/or monthly use. Such services will be self-managed by Project Huger. In addition to the parking structure, general infrastructure benefiting the public will be constructed around the perimeter of the Project, including, but not limited to, sidewalks and landscaping, all as set forth in greater detail below.

Company Public Infrastructure Budget Estimate	
Parking Structure	Budget
Land Costs	\$730,000
Construction Estimate	\$7,293,340
Hard Costs Contingency	\$1,049,160
Soft Costs	\$927,500
Total Company Public Infrastructure Costs	\$10,000,000

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 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 10th 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
COMMITTEE, BOARD OR**

**ON RICHLAND COUNTY
COMMISSION**

Applicant must reside in Richland County.

Name: Charles D. Waddell

Home Address: 7 Cannon Grove Court, Columbia, SC 29229-9619

Telephone: (home) 803-788-6590 (work) 777-7822

Office Address: 1304 Heyward Street, Columbia, SC 29208

Email Address: _____

Educational Background: _____

Professional Background: _____

Male

Female

Age: 18-25

26-50 **Over 50**

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: I am interested in serving on the Board because it is a way for me to give back to the community.

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

I have management & financial background experience.

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 5

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: _____

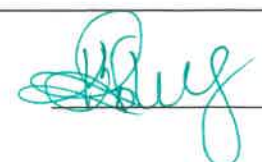

Applicant's Signature

10/10/19
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-15-19</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: Shirley D. Mills

Home Address: 2206 Lincoln Street

Telephone: (home) (803) 513-9108 (work) (803) 513-9108

Office Address: 2206 Lincoln Street

Email Address: shirleydmills@outlook.com

Educational Background: 1979 Graduate Columbia College

Professional Background: Lobbyist; Retired Dir. of Governmental Rel., USC

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

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: I have a keen interest in population health and communitiy health;

I currently server on this Board

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

My background in government and community realtions would be an asset to the Board

Presently serve on any County Committee, Board or Commission? yes- RMH Board

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: as many as needed

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____


Shirley Mills
Applicant's Signature

10-18-19
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-18-19</u>	Received by: <u></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: Carla Lewis Moore

Home Address: 2300 Wilmot Ave Columbia SC 29205

Telephone: (home) 803-779-0124 (cell/work) 803-603-0175

Office Address: N/A

Email Address: C-L-moore@att.net

Educational Background: BA Columbia College with honors

Professional Background: former fundraiser, non profit administrator, volunteer

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

Name of Committee in which interested: Palmetto Health / PRISMA hospital

Reason for interest: I have always been interested in serving in this capacity and helping improve and expand health care services in our community.

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

I am passionate about our community and have demonstrated leadership and communication skills. I also have time and will be committed to serving.

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

Any other information you wish to give? I am a past president of the Junior League

Recommended by Council Member(s): I have not spoken to any members, but am glad to do so.

Hours willing to commit each month: as many as needed

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

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: _____

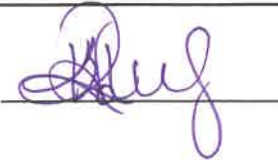
Carla L. Moore
Applicant's Signature

7-17-19
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>7-22-19</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <small>102 of 183</small> <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE
COMMITTEE, BOARD OR**

**ON RICHLAND COUNTY
COMMISSION**

Applicant must reside in Richland County.

Name: Edwin B. Garrison

Home Address: 300 Nava Wren Road, Blythewood, SC 29016

Telephone: (home) 803-786-4979 (work) (Cell) 803-920-5934

Office Address: 300 Nava Wren Road, Blythewood SC 29016

Email Address: Eburgar@aol.com

Educational Background: 22 years - MEd Psychology + numerous educational and professional courses

Professional Background: Retired 20+ years US Army Officer, 32 years business and commercial Real Estate and Development and 15 years of municipal government experience.

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Richland Memorial Hospital Board (PRISMA)

Reason for interest: Over 15 years experience and background in community and care for aging seniors to include medical services, mental and recreational care. Currently on PFAC Board at PRISMA.

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

Commission:

Strong experience in visioning, planning and community development. Served on numerous regional, city, town and community planning committees and task forces. Prepared the legislation for City of Columbia Center City Partnership and directed Master Plan for the Town of Blythewood, SC

Presently serve on any County Committee, Board or Commission? RC Senior Resources Inc. Board

Any other information you wish to give? See attached Resume

Recommended by Council Member(s): Jim Manning, Joyce Dickerson and Gregg Pearce (Ret)

Hours willing to commit each month: 10 or more as needed

CONFLICT OF INTEREST POLICY

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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.

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

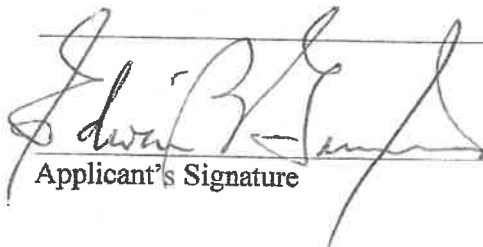
Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____



Applicant's Signature

 10/18/19
Date

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

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

Applications are current for one year.

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

2

EDWIN B. GARRISON

300 Nava Wren Road
Blythewood, SC 29016
Email: Eburgar@aol.com
Email: Edgarrison1@gmail.com

(803) 920-5934 (Cell)
(803) 786-4979 (home)

Summary Over 58 years of professional experience in highly visible and responsible positions for both private and public sectors. Experience in municipal government, commercial real estate, sales and marketing, non-profit community organizations, project development and management, community planning and economic development.

EXPERIENCE

- 2018- Currently, Board Member of Patient Family Advisory Board, (PFAC), Prisma Health Care System of the Midlands. Board is responsible for suggestions, ideas and recommendations for improvement of patient health and family welfare during the hospital stay and medical experience in the Prisma Healthcare system.
- 2013-Present, Commission Member for South Carolina Supreme Court Panel for Disciplinary Review. Civilian member of a seven-member lawyer panel responsible for review of lawyer conduct and professionalism in State of South Carolina
- 2015-2018, Past Board Member for Richland County Senior Resources, Inc. Responsible for the oversight and administration of services, resources and Meals on Wheels Program for aging adults needing services in Richland County, SC.
- 2015-2016, Past President and Chairman of the Board, Blythewood Chamber of Commerce, Blythewood, SC, providing business development and support services for local business, retail and industry.
- 2015-2018, Past Vice Chairman, Board of Trustees, Richland County Library Board, provide oversight and financial guidance and for 12 facilities with a \$78 Million annual budget.
- Currently, Business Advisory Board Member, Richland School District II, Institute for Innovation. Consult and advise for business matters pertaining to curriculum, technology and business preparedness.
- Retired Regional Director Carolinas, LRC Opportunity Fund, Rye Brook, New York, consulting for major investment group specializing in commercial property acquisition and development in the Southeast.
- Retired Senior Investment Broker and Developer, Coldwell Banker United - Commercial Division, Columbia, SC 29201, specializing in brokerage, land use and mixed-use commercial and development projects.
- Currently, President and Senior Managing Partner, Crescent Hills Sustainable Real Estate Services, LLC of Blythewood, SC., specializing in the design and development of master planned, sustainable healthy lifestyle communities.
- 2003 – Past Managing Principal, The Green Group, Columbia, SC. Firm developed mixed-use, sustainable and green commercial and residential projects, characterized by a unique blend of quality, style and environmental technologies. Target market being historic properties, urban centers and rural areas.

- 1997-2002 – Past Chairman, Planning and Zoning Commission, Town of Blythewood, SC. Provided key leadership for the planning, ordinance creation and development for future town growth in one of the fastest growing areas of South Carolina.
- 1990 – Retired Senior Commercial Investment Broker and Broker in Charge, Commercial Services, CENTURY 21 Bob Capes Realtors, Columbia, SC. Negotiated leases and sales between commercial clients. Successes include: Increased Standard Federal Office Plaza leasing percentage from 35% to 100% in less than two years. Found locations for many Columbia restaurants. Identified and assisted the City of Columbia in the purchase of key land parcels for infill housing and redevelopment in the Congaree Vista area, in Columbia, SC. Provided key leadership in the development and creation of the Business Improvement District (BID) for the City of Columbia's Main Street. Consulted and assisted in writing master plan for Richland County's Vision 20/20 Plan for "smart growth".
- 1987-1989: Vice President and Regional Manager for Barton Protective Services of the Carolinas. Provided electronic and physical security for commercial and industrial clients in North and South Carolinas. 1986-1987: Vice President, Human Resources, Security Federal Bank, Columbia, SC Responsible for human resource management at 23 banking locations in South Carolina.
- 1984-1986: General Manager, AMPAC Management Services. Responsible for the development and marketing training and development services for private sector.
- 1963-1984: Officer, US Army, Fort Jackson, SC, Frankfurt, Germany, Fort Benning, GA and Baltimore, MD. Designed, developed and fielded the Bradley Infantry Fighting Vehicle for the US Army, US Army's "How to Fight" Battlefield Doctrine Manual. Commanded at all levels through battalion and installation management. Extensive training and management experience; to including Officers' Club and Post Exchange activities. Held critical leadership roles in United States and German Customs Program to include agriculture, drug suppression, counter-terrorism activities and training of international drug agents for US Drug Enforcement Administration (DEA) , US Department of Agriculture in Europe and US Department of State.

EDUCATION

- Bachelor of Arts (BA) in Psychology and (BA) in Sociology with minors in Business Administration and Criminology, University of Tampa, Tampa, FL
- Master of Education (MEd) with Honors in Counseling and Psychology , Georgia State University, Atlanta, GA
- Elected to Who's Who in Colleges and Universities, University of Tampa - 1972
- President, Psi Chi; national honor society for psychology, University of Tampa, Tampa, FL
- Member, Omircon Delta Kappa; national honor society for leadership, University of Tampa, Tampa, Florida

MILITARY

- Graduate: US Army Command and General Staff College, Fort Leavenworth, KS
- Graduate: US Army Infantry School, US Army Airborne, Army Ranger School, Jungle Warfare and Reconnaissance Schools, Military Advisory Command Viet Nam - RECONDO School, , US Army Armor School, and US Army Intelligence School
- Combat Veteran with service in Republic of Viet Nam, Korea, and Germany
- US Army Infantry, Field Grade Officer, Retired
- German language qualified

ACHIEVEMENTS

- Graduate, Urban Land Institute (ULI) for Leadership and Sustainability, Class of 2004
- Graduate, Leadership South Carolina, Class of 1999
- Graduate, South Carolina Academy for Planning and certified as a State Planning Commissioner - 2001
- Graduate, Public Issues Management School – Clemson University, Conflict Management and Facilitation Techniques and Resolution - 2001
- Graduate, Institute for Politics and Public Policy, Greater Columbia Chamber of Commerce -2001
- Recipient, Kellogg Foundation Scholarship and Clemson University Fellowship for Leadership and Community Development - 2003
- Graduate, Federal Bureau of Investigation (FBI), Citizen's Academy, Class of 2004
- Graduate Executive Management Institute for Government, Municipal Association of South Carolina – 2008
- Graduate, Municipal Association of South Carolina Executive Management Institute, 2008
- Graduate of Inaugural Class for the Urban Land Institute's (ULI) South Carolina Center for Leadership and Sustainability - 2008
- Completed requirements for accreditation to the National Association of Realtors, Realtor's Land Institute (RLI) as a land consultant - 2007
- Elected to Town Council and Mayor Pro Tempore, Blythewood Town Council, Blythewood, South Carolina. Served two terms (eight years) – 2002-20012.
- Graduate, US Drug Enforcement Agency (DEA), Field Agent, International Drug Enforcement Program - 1978

AFFILIATIONS and MEMBERSHIPS

- Member, Urban Library Congress, 2015
- Commercial Alliance, Greater Columbia Association of Realtors, 2014
- Licensed Commercial Real Estate Broker, State of South Carolina, - 2014
- Member, Chancel Choir, Communion Server and past church Treasurer, Trinity United Methodist Church, Blythewood, South Carolina
- Past Member, Clemson University's State Advisory Board for Community and Extension Services
- Past Member, Clemson University Advisory Board, Sandhills Institute for Community and Economic Development
- Selection State Committee Member, Veterans Administration, SC Cemetery Site Selection Committee, Fort Jackson national Cemetery, Fort Jackson, SC
- Member, Commercial Broker's Alliance, Greater Columbia Board of Realtors, Columbia, South Carolina
- Member, South Carolina Association and National Association of Realtors
- Past Vice Chairman, Columbia, South Carolina Downtown Business Association
- Past Chairman, Planning and Zoning Commission, Town of Blythewood, SC
- Past Executive Board Member, Center City Partnership, Columbia, SC
- Past Chairman, City of Columbia's Business Improvement District Task Force
- Past Vice Chairman, Commercial Alliance, Greater Columbia Association of Realtors

- Past Chairman, Public Affairs and Community Development, Greater Columbia Chamber of Commerce, Columbia, SC
- Past Chairman, Chamber Issues Committee, Greater Columbia Chamber of Commerce
- Past Vice Chairman, Executive Committee, Richland County 20/20 Land Plan
- Past Member, Base Realignment and Closure Committee (BRACC) and Consultant to local governments for base planning and economic redevelopment
- Charter Member and Executive Committee for Center City Planning Task Force, City of Columbia, Columbia, SC
- Founding Member, Executive Board, Columbia Design League, Columbia, SC
- Founder, Blythewood Community Vision Task Force, Blythewood, SC
- Regional Representative to Governor's Office for Urban Land Institute's "Initiatives for Smart Growth"
- Founding Member and Leadership Committee Chair, Blythewood Chamber of Commerce, Blythewood, SC
- Member, Northeast Chamber of Commerce Task Force on Growth, Richland County, SC

EDWIN B. GARRISON

207 Lake Ashley Drive
Blythewood, SC 29016
Email: Eburgar@aol.com
Email: Edgarrison1@gmail.com
Email: Garrison@lrcprop.com

(803) 354-4316 (work)
(803) 920-5934 (mobile)
(803) 786-4979 (home)
(803) 354-4066 (fax)

QUALIFICATIONS

Over 52 years of professional experience in highly visible and responsible positions for both private and public sectors; experience in municipal government, commercial real estate, sales and marketing, non-profit organizations, project development and management, community planning and economic development.

EXPERIENCE

- Currently, President and Chairman of the Board, Blythewood Chamber of Commerce, Blythewood, SC, providing business development and support services for local business, retail and industry.
- Currently, Vice Chairman, Board of Trustees, Richland County Library Board, provide oversight and financial guidance and for 12 facilities with a \$78 Million annual budget.
- Currently, Business Advisory Board Member, Richland School District II, Institute for Innovation. Consult and advise for business matters pertaining to curriculum, technology and business preparedness.
- Currently, member of South Carolina Supreme Court Panel for Disciplinary Review, civilian member of seven member panel responsible for review of lawyer conduct in South Carolina.
- Currently, Regional Director Carolinas, LRC Opportunity Fund, Rye Brook, New York, consulting for major investment group specializing in commercial property acquisition and development in the Southeast.
- Currently, Senior Investment Broker and Developer, Coldwell Banker United - Commercial Division, Columbia, SC 29201, specializing in brokerage, land use and mixed-use commercial and development projects.
- Currently, President and Senior Managing Partner, Crescent Hills Sustainable Real Estate Services, LLC of Blythewood, SC., specializing in the design and development of master planned, sustainable healthy lifestyle communities.
- 2003 – Past Managing Principal, The Green Group, Columbia, SC. Firm developed mixed-use, sustainable and green commercial and residential projects, characterized by a unique blend of quality, style and environmental technologies. Target market being historic properties, urban centers and rural areas.
- 1997-2002 - Chairman, Planning and Zoning Commission, Town of Blythewood, SC. Provided key leadership for the planning, ordinance creation and development for future town growth in one of the fastest growing areas of South Carolina.
- 1990 – Senior Commercial Investment Broker and Broker in Charge, Commercial Services, CENTURY 21 Bob Capes Realtors, Columbia, SC. Negotiated leases and sales between commercial clients. Successes include: Increased Standard Federal Office Plaza leasing percentage from 35% to 100% in less than two years. Found locations for many Columbia restaurants. Identified and assisted the City of Columbia in the purchase of key land parcels

for infill housing and redevelopment in the Congaree Vista area, in Columbia, SC. Provided key leadership in the development and creation of the Business Improvement District (BID) for the City of Columbia's Main Street. Consulted and assisted in writing master plan for Richland County's Vision 20/20 Plan for "smart growth".

- 1987-1989: Vice President and Regional Manager for Barton Protective Services of the Carolinas. Provided electronic and physical security for commercial and industrial clients in North and South Carolinas. 1986-1987: Vice President, Human Resources, Security Federal Bank, Columbia, SC Responsible for human resource management at 23 banking locations in South Carolina.
- 1984-1986: General Manager, AMPAC Management Services. Responsible for the development and marketing training and development services for private sector.
- 1963-1984: Officer, US Army, Fort Jackson, SC, Frankfurt, Germany, Fort Benning, GA and Baltimore, MD. Designed, developed and fielded the Bradley Infantry Fighting Vehicle and US Army's "How to Fight" Battlefield Doctrine Manual. Unit Commander at all levels through battalion and installation. Extensive training and management experience; to including Officers' Club and Post Exchange activities. Held critical leadership roles in United States and German Customs Program to include agriculture, drug suppression, counter-terrorism activities and training of international drug agents for US Drug Enforcement Administration (DEA) and US Department of State.

EDUCATION

- Bachelor of Arts (BA) in Psychology and Sociology with minors in Business Administration and Criminology, University of Tampa, Tampa, FL
- Master of Education (MEd) with Honors in Counseling and Psychology, Georgia State University, Atlanta, GA
- Elected to Who's Who in Colleges and Universities, University of Tampa - 1972
- President, Psi Chi; national honor society for psychology, University of Tampa, Tampa, FL
- Member, Omircon Delta Kappa; national honor society for leadership, University of Tampa, Tampa, Florida

MILITARY

- Graduate: US Army Command and General Staff College, Fort Leavenworth, KS
- Graduate: US Army Infantry School, US Army Airborne, Army Ranger School, Jungle Warfare and Reconnaissance Schools, Military Advisory Command Viet Nam - RECONDO School, , US Army Armor School, and US Army Intelligence School
- Combat Veteran with service in Republic of Viet Nam, Korea, and Germany
- US Army Infantry, Field Grade Officer, Retired
- German language qualified

ACHIEVEMENTS

- Graduate, Urban Land Institute (ULI) for Leadership and Sustainability, Class of 2004
- Graduate, Leadership South Carolina, Class of 1999
- Graduate, South Carolina Academy for Planning and certified as a State Planning Commissioner - 2001
- Graduate, Public Issues Management School – Clemson University, Conflict Management and Facilitation Techniques and Resolution - 2001

- Graduate, Institute for Politics and Public Policy, Greater Columbia Chamber of Commerce -2001
- Recipient, Kellogg Foundation Scholarship and Clemson University Fellowship for Leadership and Community Development - 2003
- Graduate, Federal Bureau of Investigation (FBI), Citizen's Academy, Class of 2004
- Graduate Executive Management Institute for Government, Municipal Association of South Carolina – 2008
- Graduate, Municipal Association of South Carolina Executive Management Institute, 2008
- Graduate of Inaugural Class for the Urban Land Institute's (ULI) South Carolina Center for Leadership and Sustainability - 2008
- Completed requirements for accreditation to the National Association of Realtors, Realtor's Land Institute (RLI) as a land consultant - 2007
- Elected to Town Council and Mayor Pro Tempore, Blythewood Town Council, Blythewood, South Carolina. Served two terms (eight years) – 2002-20012.
- Graduate, US Drug Enforcement Agency (DEA), Field Agent, International Drug Enforcement Program - 1978

AFFILIATIONS and MEMBERSHIPS

- Member, Urban Library Congress, 2015
- Commercial Alliance, Greater Columbia Association of Realtors, 2014
- Licensed Commercial Real Estate Broker, State of South Carolina, - 2014
- Member, Chancel Choir, Communion Server and past church Treasurer, Trinity United Methodist Church, Blythewood, South Carolina
- Past Member, Clemson University's State Advisory Board for Community and Extension Services
- Past Member, Clemson University Advisory Board, Sandhills Institute for Community and Economic Development
- Selection State Committee Member, Veterans Administration, SC Cemetery Site Selection Committee, Fort Jackson national Cemetery, Fort Jackson, SC
- Member, Commercial Broker's Alliance, Greater Columbia Board of Realtors, Columbia, South Carolina
- Member, South Carolina Association and National Association of Realtors
- Past Vice Chairman, Columbia, South Carolina Downtown Business Association
- Past Chairman, Planning and Zoning Commission, Town of Blythewood, SC
- Past Executive Board Member, Center City Partnership, Columbia, SC
- Past Chairman, City of Columbia's Business Improvement District Task Force
- Past Vice Chairman, Commercial Alliance, Greater Columbia Association of Realtors
- Past Chairman, Public Affairs and Community Development, Greater Columbia Chamber of Commerce, Columbia, SC
- Past Chairman, Chamber Issues Committee, Greater Columbia Chamber of Commerce
- Past Vice Chairman, Executive Committee, Richland County 20/20 Land Plan
- Past Member, Base Realignment and Closure Committee (BRACC) and Consultant to local governments for base planning and economic redevelopment
- Charter Member and Executive Committee for Center City Planning Task Force, City of Columbia, Columbia, SC

- **Founding Member, Executive Board, Columbia Design League, Columbia, SC**
- **Founder, Blythewood Community Vision Task Force, Blythewood, SC**
- **Regional Representative to Governor's Office for Urban Land Institute's "Initiatives for Smart Growth"**
- **Founding Member and Leadership Committee Chair, Blythewood Chamber of Commerce, Blythewood, SC**
- **Member, Northeast Chamber of Commerce Task Force on Growth, Richland County, SC**



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

Applicant must reside in Richland County.

Name: Dr. Traci Young Cooper

Home Address: 120 Stonebrook Drive – Blythewood, South Carolina 29016

Telephone: (home) (803) 414-7101/ (803) 735-9938 (work) (803) 231-6842

Office Address: Richland County School District One – Office of Extended Day Programs and Strategic Partnerships – Olympia Learning Center (621 Bluff Road (D6) – Columbia, South Carolina 29201)

Email Address: cooper4kidsc@gmail.com

Educational Background:

South Carolina State University Orangeburg, SC (May 2007) Doctor of Educational Administration (Ed.D.)	South Carolina State University Orangeburg, SC (December 2003) Educational Specialist (Ed.S.)
The University of South Carolina Columbia, SC (August 1997) Master of Arts in Teaching – English (M.A.T)	Georgetown University Washington, DC (May 1994) Bachelor of Arts English (BA English)

Professional Background:

July 2006 – Present Director, Strategic Partnerships/Extended Day Programs
Richland School District One

December 2015 – June 2016 Interim, Senior Executive Director of Student Support Services
Richland School District One

December 2012 – January 2016 Chair/Member, South Carolina State Board of Education (5th Judicial Circuit)

July 2004 - June 2006 Assistant Principal, Alcorn Middle School
Richland County School District One

July 2003-July 2004

Educational sabbatical completing requirements for the Ed.S./Ed.D.

June 2000 - July 2003

Curriculum Resource Teacher/Assistant Administrator (C.A. Johnson High School)
Richland County School District One

Male **(Female)** Age: 18-25 26-50 **Over 50**

Name of Committee in which interested: PRISMA Health **Richland Board of Trustees (Re-Appointment)**

Reason for interest:

I deeply believe access to quality health care is a right and not a privilege. I believe access to healthcare (i.e., Primary, Emergency, Preventative, Prenatal, Community/Population Health and Specialty Care, etc.) should be abundantly available and adequate for citizens regardless of zip code, circumstance and socio-economic background. This belief grounds and cements my interest in health care and population health. I believe strong communities are built around a high performing educational system and healthcare system. My desire is to serve as a Trustee for the Prisma Health Care System (Richland Memorial) ensuring that Prisma Health's fiduciary responsibility, service to the community, quality and safety dimensions, and strategic planning components are fulfilled with fidelity and without compromise. It is imperative that willing Trustees are appointed to work collaboratively with other Trustees making certain this health care system is viable and sustainable. I am very interested in this work and mission.

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

To formally assess my leadership strengths and competencies, I was administered the Clifton (Gallup) Strengths Finder 2.0 Leadership (Insight/Talent Assessment). After a thorough evaluation, the following were identified as my key leadership and talent skills:

- Individualization - Skilled in supervising, advising staff, and identifying what every person on my team does best
- Achiever - Skilled in establishing and honoring timelines, and progress monitoring projects for tangible and positive outcomes
- Discipline – Skilled in increasing efficiency, preventing waste and eliminating inefficiency prompting creation of systems or procedures to improve structure and best practices
- Strategic – Skilled in looking across an organization's system, identifying Strengths, Weaknesses, Threats and Opportunities, and devising short and long term plans to address the SWOT dimensions

I believe these leadership talents and skills offer me the proper disposition, governance background, and experience to continue my service on this hospital board. I am a lifelong Richland County resident and I am honored to represent this County as an At-Large Member.

As a Trustee for Palmetto Health Hospital, I have focused critically on patient safety, quality outcomes and public health. I have served as Chair of the Community Health Services Committee. Under my leadership, the Palmetto Health Office of Community Health Services was a back-to-back finalist for the *Foster G. McGaw Award for Excellence* by the American Hospital Association. I also serve on the RISE UP Richland Community Health Rankings Taskforce. My Committee assignments also include the (*former*) Executive Committee, Palmetto Health Audit and Compliance Committee, and Board Representative on the Total Optimum Integration (TOI) Strategic Planning (Cardiology Integration Committee).

I also represented the Palmetto Health Trustees on the hospital system's *Diversity Steering Committee* and represented the hospital as a member of the South Carolina Hospital Association Board of Trustees.

I hold "Best On Board" certification in the *Essentials of Healthcare Governance* and *The Quality Imperative – Levels I and II, and Level I (REVISED) Module* by the Best on Board Credentialing System (Miles City, Montana). I am actively involved in advocating and fundraising for the Prisma Health/Palmetto Health Foundation, my favorite charity.

Presently serve on any County Committee, Board or Commission? Yes - Prisma Health Hospital Board of Trustees (At-Large Appointee)

Any other information you wish to give? (See Attached Bio/Vita)

Recommended by Council Member(s): Note: Reappointment (Initially appointed by Councilman Greg Pearce)

Hours willing to commit each month: 5 – 8 hours

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: N/A

Traci Young Cooper (Electronic Signature)
Applicant's Signature

October 18, 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.

 10-18-19

TRACI YOUNG COOPER, Ed.S., Ed.D.

120 Stonebrook Drive * Blythewood, South Carolina 29016 * H: (803) 735-9938 * C: (803) 479-5259

Traci Young Cooper, Ed.D. is a former Member of the South Carolina State Board of Education where she served as Chair representing the Fifth Judicial Circuit. She has worked as a secondary English language arts teacher, curriculum resource teacher, assistant administrator, assistant principal and district-level administrator. In 2002, Cooper was selected as South Carolina's *State Teacher of the Year*. During her tenure, she served as a statewide ambassador for the teaching profession and participated in a one-year residency at the *South Carolina Center for Teacher Recruitment and Retention* (now the *Center for Educator Recruitment, Retention and Advancement*). Additionally, she successfully chaired the *South Carolina Teacher Forum* comprised of the state's accomplished honor roll and district *Teachers of the Year*.

As a lifelong learner, Cooper is a graduate of Richland School District One's *Aspiring Administrators Academy*, *South Carolina Educational Policy Fellows Program*, and was a *Fulbright Memorial Fund Teacher Program* participant to Toyko, Japan. She was also named by the National Afterschool Alliance (Washington, DC) as a *2007 National Afterschool Ambassador*. She has served as the Interim Senior, Executive Director of Student Support Services for Richland County School District One, and is currently Richland One's Director of Strategic Partnerships and Extended Day Programs.

Her acute interest in educational policy formation and public school advocacy was cemented during her service on the *South Carolina Education Oversight Committee* where she served two consecutive terms. While on the EOC, she worked with bi-partisan colleagues on the on-going review of the state's education improvement process, assessed school/school district outcomes, promoted the need for higher levels of student achievement, and evaluated the standards schools must meet to build the education system needed to compete in the 21st century.

Cooper was reappointed January 2016 to the Richland Memorial Hospital (Palmetto Health) Board of Trustees by the Richland County Council delegation. Her care and concern for the community is further illustrated in her work as a Board Member of the National *Souper Bowl of Caring* Board of Directors based in Houston, Texas. The Souper Bowl of Caring Board governs and oversees the grassroots and philanthropic efforts surrounding the Super Bowl to mobilize youth in a united, national effort to care for people in their local communities who are hungry and food insecure. She serves on the Clemson University College of Education Senior Advisory Board, University of South Carolina Education Foundation, and Voorhees College Board of Trustees.

Cooper is a lifetime member of the South Carolina Association of School Administrators, South Carolina Educational Television (SCETV) Endowment Board of Governors, Junior League of Columbia (Sustainer), and Executive Director of the Miss Blythewood/Miss Blythewood Teen Pageant; a Preliminary to the Miss South Carolina and Miss America Scholarship Pageant System. She is also a member of Delta Sigma Theta Sorority, Incorporated, Jack and Jill of Columbia, and the Columbia Chapter of Moles, Incorporated. Formerly, Cooper served on the American Red Cross of the Midlands board of directors (Clara Barton Philanthropy Society) and the EdVenture Children's Museum Board.

Her recognitions include: 2018 South Carolina School Improvement Council *Advocate of the Year*, 2014 Riley Institute at Furman University Diversity Fellow (SC Diversity Leaders Initiative Midlands Class VII), 2014 City of Columbia's 2014 *Top Women of Influence* Award Honoree (SESBM Magazine – Pyatt Media), 2002 *University of South Carolina Black Alumnus of the Year* (USC Black Alumni Council), Palmetto Health Hospital Foundation 2013 Fellow, University of South Carolina Center for Colon Cancer Research *Colon Cancer Champion*, Richland School District One/Palmetto Health Foundation's *Breast Cancer Walk Team Captain*, Providence Hospital *Red Dress Women's Heart Health Campaign Ambassador*, *National Afterschool Ambassador* (National Afterschool Alliance), *United Black Fund Hall of Fame Honoree* (United Black Fund of the Midlands), *Lincoln C. Jenkins Community Service Award* (Columbia Urban League), *Woman of Distinction* (Girl Scouts of the Congaree area), *Richard Allen Award* (Allen University), and Jack and Jill of Columbia, SC

2012 *Mother of the Year*. She is a Trustee at First Calvary Baptist Church of Columbia, South Carolina where she also serves as a member of the Deacons' Wives Ministry and former Co-Director of the First Calvary YPCA (Young People's Christian Association).

Cooper obtained a Bachelor of Arts in English from Georgetown University; Master of Arts in Teaching from the University of South Carolina; Educational Specialist degree from South Carolina State University; and a doctorate in Educational Administration from South Carolina State University. She is married to Dr. Noble P. Cooper, Jr., and the Coopers have three children (Carlisle Carrington – a Junior at Wake Forest University and the former Miss South Carolina *High School America* and *Miss Washington, DC Collegiate*, Chandler Christina – a Freshman at Clemson University, and Noble Cooper, III; a Junior at Blythewood High School.

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APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Carlton Boyd

Home Address: 226 Branchview Drive, Columbia, SC 29229

Telephone: (home) 803-546-9553 (work) 803-213-1694

Office Address: 200 Center Point Circle, Suite 180, Columbia, SC 29210

Email Address: Carlton_Boyd@hotmail.com

Educational Background: Post Doctorate

Professional Background: Healthcare Management/Administration/ Public Health/ Social Work/Guardian Ad I

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: Please See Attached Statement

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

Please See Attachment

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

Any other information you wish to give? Please See Attachment

Recommended by Council Member(s): _____

Hours willing to commit each month: 8 - 10 hours/ Month and/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 _____

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: _____ Not Applicable _____


Applicant's Signature

October 14, 2019
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved 120 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	

Carlton Boyd, MHA, PhD

Application for Service On Richland County Committee, Board or Commission

Attachment for Carlton Boyd

Reason for Interest:

As a resident of Richland County of over 20+ years, it is my desire to share learned experiences and career experiences to improve the health of the communities in Richland County.

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

Integrity, patience, creativity and tenacity are the by products of a work ethic that has fueled my service to the community. It is my opinion that serving on the Richland Memorial Hospital Board would be the most appropriate external platform to share my talents in one place that would have the greatest impact and reach.

Any information you wish to give:

Please see the attached resume for Carlton Boyd.

Carlton Boyd, MHA, PhD

226 Branchview Dr., Columbia, SC 29229 | 803-546-9553 | Carlton_Boyd@hotmail.com

PROFILE

Dedicated Health Administrator with Public Health, Managed Care & Non-Profit Management experience.

QUALIFICATIONS

Problem Solving | Cultural Competency | Public Relations | Social Determinants of Health
Crisis Management | Government Development | Policy & Procedures | Managed Care | Public Health
Disease Interventions & Implementation | Case Management | Non-Profit Business Management

EMPLOYMENT EXPERIENCE

Community Engagement Partner 2/15/2019 – Present

WellCare Health Plans Cooperate - Columbia, SC / Tampa, Florida

- Maintains relationships with important social safety net providers in order to populate and update “My Family Navigator,” (Navigator) a database of regional social safety net programs and services, to keep the Navigator database as accurate and up to date as possible.
- Utilizes social safety net data in Navigator compared to county public health data and membership data to identify social safety net gaps in communities to establish HealthConnection Councils throughout the state and identify creative gap-fill strategies.
- Creates and launches need-based partnerships with social safety net providers, supporting evidence-based programs with positive health outcomes.
- Identifies inbound and outbound grant opportunities in collaboration with Advocacy & Community Based Programs Department.
- Positively positions WellCare among community health leaders and public health planning collaboratives.

Community Advocate 12/4/2017 – 2/15/2019

WellCare Health Plans Cooperate - Columbia, SC / Tampa, Florida

- Researched social safety net providers and services in assigned region to build relationships with important community based organizations, advocacy and civic/community leaders, schools, faith-based organizations, and other service organizations.
- Maintained relationships with important social safety net providers in order to populate and update “My Family Navigator,” (Navigator) a database of regional social safety net programs and services.
- Utilizes social safety net data in Navigator to identify gaps when compared to county public health data and membership data. Determined and identifies creative gap-fill strategies.
- Established and plugged into regional community planning efforts through HealthConnection Councils in order to help identify creative community based gap-fill strategies using local knowledge of needs and resources combined with community health and Navigator data.
- Established need-based partnerships with social safety net providers working in evidence-based programs with positive health outcomes.
- Identified inbound and outbound grant opportunities and pursues obtainment in collaboration with Advocacy & Community Based Programs Department.
- Served as a community advocate for WellCare at local events and activities.

Field Outreach Coordinator 5/4/2016 – 12/4/2017

WellCare Health Plans, Columbia, SC

- Monitored and followed up on members seen in the Emergency Department and discharged on the same day to ensure member has established an appointment with primary provider.
- Attended monthly Birth Outcome Initiative meeting at the South Carolina Hospital Association to report to management and WellCare's Medical Director.
- Conducts research, including reviewing medical records, service authorization and case notes to Determine member needs before outreach.
- Conducted telephone and mail outreach to members, providers and community organizations to support Case Management and/or Quality Improvement, regulatory and contractual metrics and requirements.

Bureau of Disease Control EIS Program Coordinator 5/2015 – 5/2016

DHEC (South Carolina Department of Health and Environmental Control – Central Office) Columbia, SC

- Planned, implemented, evaluated and monitored interventions specifically related to HIV, Viral Hepatitis, Sexually Transmitted Disease Prevention with Staff and clients of Substance Abuse Facilities in collaborations with the Department of Alcohol and other Drug Abuse Services (DAODAS).
- Conducted and assured the quality of HIV Counseling, testing and referral services, training and skills based workshops for DAODAS staff.
- Planned and executed staff development events for the organization, community and/or state level focusing on substance abuse, HIV/AIDS and Hepatitis prevention and education.
- Performed CLIA verification, CTRS, Program Testing and audits at EIS (Early Intervention Services) sites.
- Ensure medical and social linkage to care for persons who have a preliminary HIV positive test result.
- Utilized DIS (Disease Investigator Staff) to strengthen the organization's infrastructure in support of HIV/Prevention and education.
- Collected data to generate and deliver monthly reports for submission and quarterly for a variety of County, State and Federal Databases.

CDC (Center for Disease Control and Prevention) Marketing Specialist 4/2014 – 5/2014

Palmetto AIDS Life Support Services, Columbia, SC

- Implemented testing strategies to recruit 500 persons unaware of their HIV status to get tested for HIV/STI
- Provided Case Management, linkage to medical care & counseling for clients with Positive diagnoses.

Center for Disease Control and Prevention Risk Reduction Counselor 6/2011 – 4/2014

Palmetto AIDS Life Support Services, Columbia, SC

- Provided Risk Reduction Counseling Services to HIV+ clients as provided by Center of Disease Control and Prevention (PS-10-1003).
- Recruited and engaged HIV seropositive persons having or likely to have difficulty initiating of sustaining behavior and practices to reduce or prevent HIV transmission and reinfection.
- Screened and completed comprehensive assessments of HIV and STD risks, medical and psychosocial Services needed including STD evaluation, treatment and substance abuse treatment and mental health needs.
- Developed client centered prevention plans on an individual basis for 25+ client sot promote the adoption and maintenance of High Risk HIV Reduction Behaviors.
- Provided ongoing follow-up to monitor progress toward goals/ objectives and meeting clients' needs.

Court Appointed Special Advocates Consultant 6/2011- 6 /2012

Independent Consultant, Columbia, SC

●Media, Events, Court Supervision, Marketing and Promotions for Court Appointed Special Advocates and National Court Appointed Special Advocates

Court Appointed Special Advocates Public Relations Director/ Supervisor 7/2009 – 6/2011

Richland County Court Appointed Special Advocates, Columbia, SC

- Established and maintained healthy public, private, national and local media relationships including media broadcasts for staff, Emmy Award Winning entertainers and Grammy Award Winning recording artists.
- Secured Cooperate sponsorships and donations for signature events.
- Wrote radio PSAs to promote Court Appointed Special Advocates, Press Releases and Graphic Designs
- Assisted Managers with training of Guardian Ad Litem to be sworn in by court judges
- Co-managed Federal, Private and County Grant Funding
- Responsible for follow up with legal staff regarding court appointments, subpoenas
- Responsible for Project Management of National Conferences
- Ensure needs are met of children (and families) placed in Emergency Protective Custody

Public Health Administration Fellowship 2007/2008

Eau Claire Cooperative Health Centers, Inc., Columbia, SC

●Active in the daily administrative meetings, board meetings, operations working closely with Staff (CEO, COO, and CFO) for multiple offices and 6+ operating sites.

- Completed rotations in Human Resources, Credentialing, Billing and Licensing.
- Conducted Head/Lead Nursing (RN) Staff Orientation with Executive Staff as a part of managerial development and training.
- Served on planning board for Community Health Fair Board
- Acted as a community liaison between Eau Claire Cooperative Health Centers, Inc and the Waverly Community

PIE (Palmetto Initiative for Excellence)

South Carolina Office of Rural Health 2007/ 2008

- Served dually on assignment in FQHC
- (See Public Health Administration Fellowship/ Eau Claire Cooperative Health Centers, Inc.,)

EDUCATION

Certificate of Non-Profit Management Certificate

Winthrop University Institute of Management – College Business Administration

Doctorate of Philosophy

DaySpring University

Master of Health Administration

Webster University

B.S. in Biology

Benedict College

∞Community Services

∞Professional Presentations

∞ ***Denotes Information is Available upon Request***



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Yennawae Qualls
Home Address: 100 Midam Avenue Columbia SC 29203
Telephone: (home) (803) 806 2789 (work)
Office Address:
Email Address: Yennqualls@hotmail.com
Educational Background: 5 yrs
Professional Background: Independent Contractor
Male [] Female [x]
Age: 18-25 [] 26-50 [] Over 50 [x]
Name of Committee in which interested: Richland Memorial Hospital
Reason for interest: A sincere desire to be part of a decision making process to better serve our
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Citizens
I am intelligent, motivated, dedicated
Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? I am willing and ready
Recommended by Council Member(s):
Hours willing to commit each month: 20 hrs more if needed

CONFLICT OF INTEREST POLICY

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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

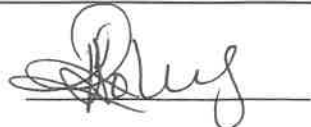
If so, describe: _____

Yemmawae Ovals 10/9/2019
Applicant's Signature Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-9-19</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: Lori S. Murray
 Home Address: 1750 Shady Lake Columbia SC 29206
 Telephone: (home) 803 622 2457 (work) _____
 Office Address: 1527 Bladwing Street Columbia SC 29201
 Email Address: lsmurray@lorimurraylaw.com
 Educational Background: Doctorate
 Professional Background: sole practitioner law firm for 17 yrs
 Male Female Age: 18-25 26-50 Over 50
 Name of Committee in which interested: Township Auditorium
 Reason for interest: Looking to be involved, close to work

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

Qualified licensed attorney in good standing

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: what is needed -

CONFLICT OF INTEREST POLICY

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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: _____

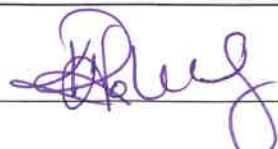

Applicant's Signature

7/17/19
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>7-22-19</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	



LAW OFFICES OF
LORI S. MURRAY

July 17, 2019

Clerk of Council
P.O. Box 192
Columbia, SC 29202

Re:

Dear Sir/Madam:

Please find enclosed my application for Service on Richland County Committee - Township Auditorium.

Thank you for your assistance in this matter.

Sincerely,

Lori S. Murray

LSM/mlb



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Artina L. McKnight

Home Address: 109 Crosshorn Rd. Irmo SC 29063

Telephone: (home) (803) 743-8462 (work) _____

Office Address: _____

Email Address: artina.mcknight@gmail.com

Educational Background: Bethune Cookman University Bachelors History/Pre-Law

Professional Background: Entertainment Marketing Director/Sales/Production Manager

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township Auditorium Board

Reason for interest: I not only hold a love for my beautiful state, I also

have a love and passion for arts and entertainment. I have the time, patience, and years of experience, and would love to give that to the beautiful people in my state by serving on this board.

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

I hold over 10 years sales management experience. Over 4 years experience working in entertainment and handling venues along with contracts.

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

Any other information you wish to give? N/A

Recommended by Council Member(s): _____

Hours willing to commit each month: 20 or more

CONFLICT OF INTEREST POLICY

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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: _____

Autta McKnight 10/17/2019
Applicant's Signature Date

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

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Applications are current for one year.

Staff Use Only	
Date Received: <u>10-17-19</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	

ARTINA LYNETTE MCKNIGHT

Address • 109 Crossthorn Rd. Irmo, Sc 29063

Email • artina.mcknight@gmail.com

Phone • (803) 743-8462 (cell)

OBJECTIVE: To obtain a position that will enable me to utilize my experience, organizational, interpersonal skills and education within the entertainment business.

EDUCATION: Bethune Cookman University Daytona, FL Bachelor of Arts in History//Pre-Law Concentration

Graduated: May 2011 GPA 3.5

WORK EXPERIENCE

Theatrical Works Live May 2016-

Columbus, GA

Marketing Director & Production Manager

- Use all platforms such as Radio/TV, and marketing team to create and develop an effective marketing plan that will reach the correct demographic and target customers appropriate for each show.
- Manage and oversee all online social media such as Twitter, Facebook & Instagram for each show.
- Develop graphic content used to inform the general public of shows for the purpose of gaining ticket sales.
- Work with marketing team and artist management to strategize new ways to market shows and reach the correct audience.
- Book and account for all advertising and media ensuring funds are allocated to correct partners.
- Working as production manager and handle all promotions for live shows and entertainment.
- Handling duties such as administration, riders, social media promotions, show day runner and stage manager.
- Served as Production Manager for artists such as: Migos, TI, Gucci Mane, Plies, Doo Doo Brown, Young Dro and more.

Mercedes Benz Stadium May 2018-February 2019*Atlanta, GA**Premium Suites Host*

- Serving as seating host for premium ticket holders for all clubs in Mercedes Benz Stadium.
- Serving as game day host and also concert events.
- Handling Ticketmaster customer service issues.
- Host for Superbowl 2019 at Mercedes Benz Stadium
- Providing excellent customer experience for fans for Atlanta Falcons and Atlanta United Events.

Colonial Life Insurance October 2012-May 2018*Daniel Island, SC**Territory Sales Instructor for SC/E. GA*

- Traveling throughout South Carolina and Georgia, sourcing and interviewing new candidates (new managers and sales reps). Conduct and participate in recruiting events to include call clinics, seminars, job fairs, etc. Conduct Classroom
- Training (all rep level classes and District Development Program for new managers).
- Perform Joint Field Work with new managers and reps. Conduct and participate in prospecting activities to include call clinics, drops, etc.
- Establish and implement Territory Training calendar; Establish and implement Territory Activity calendar.
- Develop and implement Territory Communication structure to include core team meetings, territory leadership calls, 1x1s, standard reporting, recognition, newsletter, etc.
- Train new managers on: Recruiting and developing their team, and how to conduct recruiting events
- Developing and training for \$30 Million dollar sales territory, ranking #1 in the country.

ACTIVITIES & SERVICE*Alpha Kappa Alpha Sorority, Inc.*

Riverside Reunion: Project Rejuvenating Broad River (Founder & Front Runner) - Community Event Bringing in volunteers, outreach programs, media, vendors, sponsors and the community of Columbia, SC.

Christmas in the City (Organizer) Community outreach program to less fortunate in the city. Bringing together sponsors throughout the city to provide toys, bikes, and clothing to less fortunate.



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

Applicant MUST reside in Richland County.

Name: LaToya M. Guider
Home Address: 8072 Brookmont Lane Columbia SC 29203
Telephone: (home) 803-391-6847 (work) N/A
Office Address: N/A
Email Address: latoyaguider@gmail.com
Educational Background: BS Business Mgt. SCSU '95
Professional Background: Blue Cross Blue Shield 17 yrs
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Juvenile Adjudication
Reason for interest: I am very active in the community and volunteer monthly with a variety of non-profit organizations.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I am very dependable and always willing to help others. My non-biased attitude allows me to be open minded to any situation.
Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? My passion is working with the youth; mentor.
Recommended by Council Member(s): NO
Hours willing to commit each month: No restrictions

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Yes _____ No

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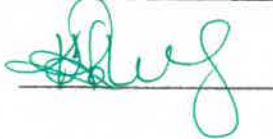
K. Taya M. Guider
Applicant's Signature

10/18/19
Date

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

2



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

Applicant MUST reside in Richland County.

Name: Andrew N. Theodore (Drew)

Home Address: 710 Elizabeth Ave., Columbia, S.C. 29205

Telephone: (home) 803-782-8282 (work) 803-799-6936

Office Address: 3020 Devine Street, Columbia, S.C. 29205

Email address : dtheodore@theodoreinsurance.com

Educational Background: Bachelor of Arts USC 1980

Professional Background: President Goldsmith-Theodore Agency Inc. 1985

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

Name of Committee in which interested: Township Auditorium

Reason for interest: I served on the Board of the Township and was involved in the revovation. I served as Chairman of the Board for 7 years and put my heart into it. I would like to continue

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I understand the workings of the Township and am good at working with people to bring concensus to issues.

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

Any other information you wish to give? _____

Recommended by Council Member(s): Paul Livingston, Jim Manning

Hours willing to commit each month: 6 hours

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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: _____

 _____ 05/14/2019
Applicant's Signature

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

Applicant MUST reside in Richland County.

Name: Erin Rowe

Home Address: 517 Graymont Ave Columbia SC 29205

Telephone: (home) 803-965-8370 (work) 803 255 7456

Office Address: 1301 Gervais St. Columbia SC

Email Address: erinrowe10@gmail.com

Educational Background: USC - MBA

Professional Background: Hospitality / Finance

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

Name of Committee in which interested: Township Auditorium Board

Reason for interest: Want to help support and grow

a vital part of our Arts and Music cornerstone in

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

Commission:

leadership, strategic thinking, collaborative approach
to change management.

Presently serve on any County Committee, Board or Commission? Harvest Hope Board Chair

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 10-15

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Yes _____ No _____

If so, describe: _____

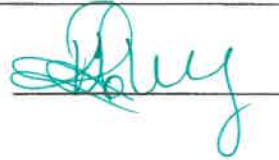

Applicant's Signature

10/16/19
Date

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Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



Erinn Rowe
Sr. Treasury Sales Analyst
Commercial Banking

Erinn Rowe is the Sr. Treasury Sales Analyst for Commercial Banking, at Bank of America Merrill Lynch. In this role, she works with a team of 5 Relationship Managers and a Treasury Sales Officer who work with companies that have revenue ranging from \$5 million to \$2 billion annually to understand their business and proactively provide relevant insights and integrated financial solutions that help them succeed.

Based in Columbia SC, she joined the Bank of America Merrill Lynch team in June 2011. Her background has been based in Hospitality and Erinn has lived in Wyoming, Alabama, North Carolina, and back to her home of Columbia throughout the years. She has managed Hotels, Country Clubs, and Restaurants, as well as starting her own Business, The Young Chefs Academy in 2006. She ran the Young Chefs Academy, a cooking school for kids, which promoted healthy eating and skill based learning for kids and adults of all ages until she joined Bank of America in 2011.

Erinn received her Undergraduate Degree from the University of South Carolina and received her Masters of Business Administration through the Darla Moore School of Business in 2019. She is Six Sigma Green Belt Certified.

Giving back to the community is very important to Erinn. She volunteers and supports a broad spectrum of non-profit organizations. She is the Board Chair of Harvest Hope Food Bank. She is the Co-Chair for the Bank of America Community Volunteers group; she sits on the Events Committee for the Bank of America Military Support and Action Group, and is a Better Money Habits Champion for Bank of America, which promotes and leads Financial Education Classes for the community. She is also heavily involved with the Leadership, Education, Advocacy, and Development group within Bank of America, which focuses on the promotion and advocacy of women. Erinn participates in the Global Ambassadors Program, which partners with Vital Voices to promote Women's Economic Growth throughout the world.

Erinn Partin Rowe

517 Graymont Avenue, Columbia, SC 29205
205-965-8370 (cell) Erinnrowe10@gmail.com

Financial Management/ Customer Retention/ Customer Sales Growth

Bank of America 7/2011-Present

Senior Treasury Sales Analyst

Columbia SC 7/2017-Present

- Originated and executed innovative, segment-specific initiatives to capture targeted client segments with a portfolio of 229 clients and sales range of 50 million to 2 billion dollars
- Drives an efficient, growing revenue funnel from prospecting to revenue realization with \$699k closed pipeline 2018, revenue portfolio growth of 20.44% year over year
- Supported the working capital objectives of institutional and commercial clients through advisory, subject matter expertise and thought leadership
- Analyzed market intelligence, client behaviors and competitors' activities to drive revenue growth and new acquisitions
- Participated in designing and delivering integrated TM solutions to a complex client portfolio, consisting of multiple products across multiple jurisdictions and regions to deepen existing client relationships with
- Represented Bank of America during local community events, hosted client appreciation meetings, and participated in community building activities to enhance Bank of America's brand and reputation in the local community
- Chosen to complete the GTS Treasury Certification program Fall 2019

Business Banking Sales Support Associate

Columbia SC 6/ 2015-7/2017

- Supports 3 Relationship Managers with combined portfolio of 434 clients with sales ranging from 5 million to 50 million dollars with a business presence from Augusta Georgia to Raleigh North Carolina
- Created Pre-Call Planning Process implemented by all Sales Support Associates in the South East Market
- Provide in depth Industry Research, Credit Analysis, and Risk Assessment for Prospective Clients
- Responsible for ensuring client relationship data integrity (including primary responsibility for Navigator coverage and deal teams, client contact info, deal pipeline, industry/legal codes, and systems of record linkages timeliness, completeness, and accuracy), and coordinating Client Management Process (CMP) activities
- Peer Coach for new hires for the Eastern Carolina's Market, covering North and South Carolina, and Georgia
- Helped manage conflict resolution between SSA's and RM's through site visits, action plans, and communication processes created for each individual situation
- Created email process to improve participation numbers in Client Survey and improve scores by pro-actively inquiring about issues and leading the customers to a 9/10 score
- 120% of goal for 2016 with composite score, with 130% of identifying opportunity and 150% closed pipeline

Financial Center Manager

Sunset Banking Center- Columbia, South Carolina 2/14-June 2015

Airport Banking Center- Columbia, South Carolina 7/2011-2/2014

- Achieved goals, exceeding consistently in Sales 118%, Customer Satisfaction 110%, and Risk Management 100%
- Achieved successful Business to Business cold calling by managing process and coaching associates to traceable appointments with closed sales
- Coached associates to top sales performers in SC Area consistently and aggressively promoted top performers
- Consistently drives the One Team Execution Framework to ensure implementation of the One Team Culture. Translates strategy into specific actions with clear accountability and cross line of business communication
- Consistently adhering to a coaching process that supports core activities in the banking center, by creating a strong sales culture to acquire and retain customer relationships by reviewing business results, understanding what is creating success or gaps in key areas, and prioritizing the gaps to address the underlying behaviors of top gaps

Recognition/Community Leadership

- Board Chair Harvest Hope Food Bank 2019
- Participant in the Global Ambassadors Mentoring Program
- MSAG Committee Member 2015, 2016, 2017, 2018, 2019
- BACCV Co-Chair for the Midlands Chapter and committee Member 2014,2015,2016,2017, 2018, 2019
- Board Member for Harvest Hope Food Bank 2016, 2017, 2018, 2019
- LEAD for Women Mentor/Mentee Program Participant 2016, 2017, 2018, 2019
- Participant in the BetterMoney Habits Champion program 2016, 2017,2018, 2019
- Leaders Choice Award Recipient for the Southeast Region 2015
- Participant in the 2014 Columbia Market Connections Program
- One Team Award: 1st Q 2013, 2nd Q 2013
- Top performer Banking Center Manager 1st Quarter 2013, 2nd Quarter 2014
- Top Performer Banking Center 1st Quarter 2013 SC Area 2nd Quarter 2014
- Gold recognition Top Performer April 2012 and May 2012 for SC Area

Project Management/Event Management/Change Management

UAT Testing 7/2012

Participated in User Assistance Testing in Jacksonville FL with Bank of America. Worked with Six Sigma team to test new release projects and processes and communicate key issues to change improvement partners. Participated in the testing of the Virtual Teller and communicated feedback to the creating team as to potential operational risk and functional problems.

New BAC December 2011

Contributed to the New BAC initiative with idea of creating the image of "I am Bank of America" with our associates. Idea was nationally recognized and implemented across the Company.

Contributed to Speak Up initiative with suggested idea that was nationally recognized and implemented in 2016

Young Chefs Academy 2007- Worked with franchise on a national level to determine a need for availability of classes outside of standard work environment and storefront space to increase revenue and sales. Created a strategy with the end result of increased revenue brought on by additional classes hosted at offsite spaces. Communicated and trained staff to follow new process with end result of 30+ offsite classes scheduled each week and increased revenue stream for my own store and well as standard operating procedure for offsite classes on a national level.

Kids in the Kitchen Cookbook 2008/CastIron Productions

Established CastIron Productions and worked with local non-profit organization to create new and additional donation revenue stream. We determined a product of a cookbook involving local and community involvement. Created process to include obtaining recipes, involvement from local restaurants, donations for printing, and distribution of cookbook to consumer for retail sale. Communicated across all levels of project, keeping each entity informed and transferring information across entities as needed to meet specified deadline. Resulted in 2000 cookbooks printed with over \$20,000 in additional donations.

Irmo Animal Hospital June 2005

Obtained and analyzed data in order to establish root causes of cash flow and employee turnover issues. Created focus groups to collect qualitative data from staffing. Worked with owners and staff to determine standard operation procedures to ensure consistent training and consistent day to day operations. Created communication plan to help establish effective communication between staff and owners resulting in employee satisfaction rate increase to 95% from 73% and reduction in employee turnover. Created inventory plan to increase cash flow and reduce expired inventory on hand resulting in savings of \$1500 per month in inventory alone.

Marketing, Event Sales, and Corporate Management

Young Chefs Academy 6/2006-7/2011

President/Owner/Operator National Franchise

Columbia, South Carolina

Established branding of Young Chefs Academy in Columbia as the place for both children and adults to experience entertainment, nutrition, and cooking activities through innovative marketing, cross collaboration of industries, and identifying opportunity within the local marketplace. Initiated purchase of franchise including financing, design of retail space, hiring and onsite management of General Contractor, lease negotiation, hiring and training of staff, establishment of accounting protocol, and creation of marketing collateral, strategy and implementation.

Manage the day to day operations of Young Chefs Academy, including staffing, worker safety (OSHA regulations), scheduling, payroll, operational accounting, cash flow and profit/loss, creation and design of marketing, and establishment of continued relations between Young Chefs Academy and the public.

- Managed multiple facilities, including staff, sales team, and operations to create a strong sales/customer centric environment
- Created Business to Business sales as well as Retail Sales through cold calls, person to person meetings, and vendor events
- Created and implemented marketing concepts through magazine, newspaper, radio and social networking ads via Facebook, Groupon and mass emails (current email data base created with over 3,500 members).
- Create weekly and monthly financial reports for the Corporate office including, Profit and Loss statements, Cash Flow statements, and Marketing reports.
- Administer Young Chefs Academy Website and social networking presence including Facebook page, Facebook advertising/marketing and Groupon campaigns.
- Aggressively solicit media coverage through articles in The State, Irmo News, Lake Murray Magazine, USC Alumni Magazine, Live with Lucas (WIS), and Friends at Five (WLTX). Strong existing relationships with local editorial, advertising and media production key personnel.

21st Century Grant Preferred Vendor

Worked with the South Carolina Department of Education to create healthy eating and nutritional classes for grant recipients. Created and wrote marketing pamphlet for all 200 vendor recipients for the State of South Carolina. Formed relationships with each vendor in order to establish profitable outlets. Participated in state wide vendor events to promote and establish contracts with the individual recipients.

Prior Business Support Management/ Customer Sales Growth

Pinetree Country Club

12/2004-9/2005

Food and Beverage Director/Special Events Coordinator

Birmingham, Alabama

- Managed Special Events and Food and Beverage operations with 35+ staff, 285 members and 75+ special events per year. Responsible for staffing, training, purchasing, budgeting, marketing outside events, executing outside events
- Increased member events and participation by 35% over the course of a year with 26% in additional revenue
- Increase outside event revenue by 22.8%

The Wyndham Corporation, Tutwiler Hotel

7/2003-12/2004

Front Office/Event Sales Manager

Birmingham, Alabama

- Managed daily operations of the Front Desk Staff, Event Management Staff, Housekeeping Staff and reservations systems of 202 room hotel
- Increased Wyndham customer satisfaction level by 34% to exceed Wyndham quality control standards

Amangani Hotel

04/2000-9/2002

Reservations and Special Events Sales Manager

Jackson Hole, Wyoming

- Drove sales revenues through corporate meetings for Fortune 500 companies
- Achieving highest occupancy rate of Aman Resorts through calculated wait list policies, coordinated cooperation of Housekeeping Staff and Event Staff

Education:

University of South Carolina

B.S. Hotel, Restaurant and Tourism Administration, Suma Cum Laude

December 1999 GPA: 3.85

Dean's List (1997,1998,1999), President's List (1999)

Six Sigma Certification: University of South Carolina 2013

MBA Darla Moore School of Business, University of South Carolina, Graduate 2019.



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

Applicant MUST reside in Richland County.

Name: Latoya M. Guider
Home Address: 8072 Brookmont Lane Columbia SC 29203
Telephone: (home) 803-391-6847 (work) N/A
Office Address: N/A
Email Address: latoyaguidermme@gmail.com
Educational Background: BS Business Mgt. SCSU '95
Professional Background: Blue Cross Blue Shield 17 yrs
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: CMRTA
Reason for interest: I am very active in the community and volunteer monthly with a variety of non-profit organizations.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I am very dependable and always willing to help others. My non-biased attitude allows me to be open minded to any situation.
Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? My passion is working with the youth; mentor.
Recommended by Council Member(s): NO
Hours willing to commit each month: NO restrictions

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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: _____

Stacy M. Guider
Applicant's Signature

10/18/19
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-18-19</u>	Received by: <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: Vennawae Qualls
Home Address: 100 Miriam Avenue Columbia SC 29203
Telephone: (home) (803) 806 2789 (work)
Office Address:
Email Address: Vennqualls@hotmail.com
Educational Background: 15 yrs of schooling
Professional Background: Independent Contractor
Male [] Female [x]
Age: 18-25 [] 26-50 [] Over 50 [x]

Name of Committee in which interested:
Reason for interest: I have a desire to make sure the citizens rights are considered in decision making.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I am intelligent, motivated, dedicated;

Presently serve on any County Committee, Board or Commission? LRADAC
Any other information you wish to give? I am willing and ready to serve.
Recommended by Council Member(s):
Hours willing to commit each month: 20 hrs more if 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 ✓

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: _____

Yemmawae Walls 10/9/2019
Applicant's Signature Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-9-19</u>	Received by: <u></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: Yennawae Qualls

Home Address: 100 Midiam Avenue Columbia SC 29203

Telephone: (home) (803) 8062789 (work) _____

Office Address: _____

Email Address: Yennqualls@hotmail.com

Educational Background: 15 yrs.

Professional Background: Independent Contractor

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

Name of Committee in which interested: Board of Assessment

Reason for interest: I have desire to ensure citizens' rights involved in decision-making process

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am intelligent, motivated, dedicated

Presently serve on any County Committee, Board or Commission? _____

Any other information you wish to give? I am ready and willing

Recommended by Council Member(s): _____

Hours willing to commit each month: 20 hrs more if 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.

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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: _____

Yennawae Walls 10/9/2019
Applicant's Signature Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-9-19</u>	Received by: 
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: November 15, 2019 **Meeting Date:** December 3, 2019

Legal Review	N/A	Date:	
Budget Review	James Hayes	Date:	
Finance Review	Stacey Hamm	Date:	
Other Review:	Dr. John Thompson	Date:	
Approved for Council consideration:			

Committee

Subject: Transportation Project Budget Approval

Background Information:

On July 18, 2019, Council approved the n Ordinance to raise revenue, make appropriations, and adopt Biennium Budget II (FY 2020 and FY 2021) for Richland County, South Carolina. Included in this ordinance was \$69,000,000 in new money for transportation.

Recommended Action:

Staff requests approval of individual project funding as presented in the attachments.

Motion Requested:

Move to accept staff recommendation for project budgets

Request for Council Reconsideration: Yes

Fiscal Impact: None

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion: The approved biennium budget was developed from the individual project budgets shown in the attachments. These individual project budgets are a result of reviewing the PDTs previous submission and developing what we project as actually needed this year.

Attachments:

Project budget

Project Description	Phase	Budget	Cumulative for FY 20	Referendum	
Column2	Column32	Column4	Column5	Column6	Column33
Atlas Road Widening (Bluff Rd	RW	Acquisition	\$ 151,549.66		\$ 17,600,000.00
Atlas Road Widening (Bluff Rd		Professional Svcs - Capl Exp	\$ 552,911.80		
Atlas Road Widening (Bluff Rd		Construction	\$ 6,324,972.27	\$ 7,029,433.73	
Bluff Road Widening Phase II	Design	Acquisition	\$ 987,380.00		\$ 7,054,370.00
Bluff Road Widening Phase II		Professional Svcs - Capl Exp	\$ 1,025,867.07		remaining
Bluff Road Widening Phase II		Construction	\$ 632,020.65	\$ 2,645,267.72	
Blythewood Road Widening	RW	Acquisition	\$ 1,642,841.59		\$ 8,000,000.00
Blythewood Road Widening		Professional Svcs - Capl Exp	\$ 311,684.15		
Blythewood Road Widening		Construction	\$ -	\$ 1,954,525.74	
Blythewood Road Area Improvements	Design	Acquisition	\$ 2,000,000.00		\$ 21,000,000.00
Blythewood Road Area Improvements		Professional Svcs - Capl Exp	\$ 268,113.73		
Blythewood Road Area Improvements		Construction	\$ 204,809.74	\$ 2,472,923.47	
Broad River Road Widening	Design	Acquisition	\$ 5,220,994.55		\$ 29,000,000.00
Broad River Road Widening		Professional Svcs - Capl Exp	\$ 1,613,265.23	\$ 6,834,259.78	
Bull St. and Elmwood Ave. Inte	RW	Acquisition	\$ 148,055.39		\$ 2,000,000.00
Bull St. and Elmwood Ave. Inte		Professional Svcs - Capl Exp	\$ 192,001.99		
Bull St. and Elmwood Ave. Inte		Construction	\$ 2,118,157.93	\$ 2,458,215.31	
Clemson Rd. and Rhame Rd./Nort Inter	CO	Acquisition	\$ 19.61		\$ 3,500,000.00
Clemson Rd. and Rhame Rd./Nort Inter		Construction	\$ 41,517.88	\$ 41,537.49	
Clemson Rd. and Sparkleberry Intersection	Design	Acquisition	\$ 1,169,194.65		\$ 5,100,000.00
Clemson Rd. and Sparkleberry Intersection		Professional Svcs - Capl Exp	\$ 609,531.58		
Clemson Rd. and Sparkleberry Intersection		Construction	\$ 61,986.50	\$ 1,840,712.73	
Clemson Road Widening (Old Cle	CO	Professional Svcs - Capl Exp	\$ 547,836.30		\$ 23,400,000.00
Clemson Road Widening (Old Cle		Construction	\$ 6,631,999.57	\$ 7,179,835.87	
Dirt Road Paving Projects	All	Acquisition	\$ 500,000.00		\$ 45,000,000.00
Dirt Road Paving Projects		Professional Svcs - Capl Exp	\$ 3,021,416.06		\$25,000,000
Dirt Road Paving Projects		Construction	\$ 7,990,202.81	\$ 11,511,618.87	Remaining Approx
Farrow Rd. and Pisgah Church Rd Inter	CO	Professional Svcs - Capl Exp	\$ 16,339.02		\$ 3,600,000.00
Farrow Rd. and Pisgah Church Rd Inter		Construction	\$ 1,160,342.91	\$ 1,176,681.93	
Garners Ferry Rd. and Harmon R Inter	RW	Acquisition	\$ 143,357.00		\$ 2,600,000.00
Garners Ferry Rd. and Harmon R Inter		Professional Svcs - Capl Exp	\$ 101,262.41		
Garners Ferry Rd. and Harmon R Inter		Construction	\$ 987,935.30	\$ 1,232,554.71	
Hardscrabble Road Widening	CO	Professional Svcs - Capl Exp	\$ 172,305.00		\$ 29,860,800.00
Hardscrabble Road Widening		Construction	\$ 1,423,715.00	\$ 1,596,020.00	
Innovista Greene Phase II	CO	Acquisition	\$ 1,113,952.52		\$30,102,030
Innovista Greene Phase II		Professional Svcs - Capl Exp	\$ -		Approc remaining
Innovista Greene Phase II		Construction	\$ 10,838,249.84	\$ 11,952,202.36	
Kennerly Rd. and Coogler Rd./ Inter	CO	Acquisition	\$ 3,325.79		\$ 1,900,000.00
Kennerly Rd. and Coogler Rd./ Inter		Construction	\$ 45,299.75	\$ 48,625.54	
Leesburg Road Widening	RW	Construction	\$ 2,000,000.00	\$ 2,000,000.00	\$ 4,000,000.00
Lower Richland Boulevard Widening	Design	Acquisition	\$ 292,000.00		\$ 6,100,000.00
Lower Richland Boulevard Widening		Professional Svcs - Capl Exp	\$ 821,700.00	\$ 1,113,700.00	
Neighborhood Improvement Trans	All	Acquisition	\$ 2,361,597.39		\$ 63,000,000.00
Neighborhood Improvement Trans		Professional Svcs - Capl Exp	\$ 4,845,266.74		
Neighborhood Improvement Trans		Construction	\$ 9,162,464.30	\$ 16,369,328.43	
North Main Street Widening	CO	Acquisition	\$ 3,533.21		\$ 35,400,000.00
North Main Street Widening		Professional Svcs - Capl Exp	\$ 433,000.63		
North Main Street Widening		Construction	\$ 17,910,298.74	\$ 18,346,832.58	
North Springs Rd. and Harrington Inter	CO	Acquisition	\$ 52,044.22		\$ 2,000,000.00
North Springs Rd. and Harrington Inter		Professional Svcs - Capl Exp	\$ 105,784.74		
North Springs Rd. and Harrington Inter		Construction	\$ 2,060,225.45	\$ 2,218,054.41	
North Springs Rd. and Risdon Inter	CO	Construction	\$ 117,667.92	\$ 117,667.92	1800000
Pineview Road Widening	Design	Acquisition	\$ 951,039.80		\$ 18,200,000.00
Pineview Road Widening		Professional Svcs - Capl Exp	\$ 1,375,747.65		
Pineview Road Widening		Construction	\$ 540,000.00	\$ 2,866,787.45	
Polo Road Widening	Design	Professional Svcs - Capl Exp	\$ 955,443.90		\$ 12,800,000.00
Resurfacing Projects	All	Professional Svcs - Capl Exp	\$ 189,889.49		\$ 40,000,000.00
Resurfacing Projects		Construction	\$ 7,494,097.48	\$ 8,639,430.87	Appr \$10M rem
Roadways - Intersections	NA	Construction	\$ -		

Roadways - Program	NA	Acquisition	\$ 2,451.64		
Roadways - Program		Professional Svcs - Capl Exp	\$ 886,550.00		
Roadways - Program		Construction	\$ -	\$ 889,001.64	
Roadways - Special Projects	NA	Acquisition	\$ 2,447.27		
Roadways - Special Projects		Professional Svcs - Capl Exp	\$ 2,653.36	\$ 5,100.63	
Screaming Eagle Rd. and Percival Inter	RW	Acquisition	\$ 137,080.00		\$ 1,000,000.00
Screaming Eagle Rd. and Percival Inter		Professional Svcs - Capl Exp	\$ 165,313.54		
Screaming Eagle Rd. and Percival Inter		Construction	\$ 2,505,692.84	\$ 2,808,086.38	
Shop Road Extension Phase II	Design	Acquisition	\$ 4,155,000.00		\$ 40,171,392.00
Shop Road Extension Phase II		Professional Svcs - Capl Exp	\$ 2,348,843.58		reamining
Shop Road Extension Phase II		Construction	\$ 2,934,540.60	\$ 9,438,384.18	(approx)
Shop Road Widening	RW	Acquisition	\$ 4,500,743.55		\$ 33,100,000.00
Shop Road Widening		Professional Svcs - Capl Exp	\$ 837,677.59		
Shop Road Widening		Construction	\$ 2,175,210.29	\$ 7,513,631.43	
Spears Creek Church Road Widening	Design	Professional Svcs - Capl Exp	\$ 1,182,264.34	\$ 1,182,264.34	\$ 26,600,000.00
Summit Pkwy and Summit Ridge R	CO	Construction	\$ 167,896.63	\$ 167,896.63	\$ 500,000.00
Total			\$ 133,650,582.14		

Scoped, Active Desing, or on Hold

In active Right of Way or on Hold

In procurement, on hold, active construcion, or completed

Will be removed in next FY

Descriptions in **RED** are estimated over the referendum or were completed over the referendum amount

Project Description	Type	Phase	Budget	Cumulative for FY 20	Referendum Amount	
Column2	Column34	Column32	Column4	Column5	Project Total	Column332
		Ped Imp				\$ 2,836,080.00
		Greenway				\$ 20,970,779.00
		Bikeway				\$ 22,008,773.00
		Sidewalks				\$ 26,926,370.00
Alpine Rd Two Notch Rd Percival Side	Sidewalk	RW	Acquisition	\$ 131,120.00		\$ 452,075.00
Alpine Rd Two Notch Rd Percival Side			Professional Svcs - Capl Exp	\$ 489,391.34		
Alpine Rd Two Notch Rd Percival Side			Construction	\$ 862,388.04	\$ 1,482,899.38	
Assembly St and Calhoun St Ped Imp	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Assembly St and Calhoun St Ped Imp			Construction	\$ 15,000.00	\$ 16,335.29	
Assembly St and Gervais St Ped Imp	PIP	Co	Professional Svcs - Capl Exp	\$ 1,335.29		
Assembly St and Gervais St Ped Imp			Construction	\$ 15,000.00	\$ 16,335.29	
Assembly St and Laurel St Ped Imp	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Assembly St and Laurel St Ped Imp			Construction	\$ 15,000.00	\$ 16,335.29	
Assembly St and Washington St Ped Imp	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Assembly St and Washington St			Construction	\$ 15,000.00	\$ 16,335.29	
Beltline Blvd Forest Dr Valley	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Beltline Blvd Forest Dr Valley			Professional Svcs - Capl Exp	\$ 18,256.70		
Beltline Blvd Forest Dr Valley			Construction	\$ 119,660.96	\$ 150,858.80	
Beltline Blvd Rosewood Dr Devi	Bike	Design	Acquisition	\$ 12,941.14		
Beltline Blvd Rosewood Dr Devi			Professional Svcs - Capl Exp	\$ 31,440.46		
Beltline Blvd Rosewood Dr Devi			Construction	\$ 169,660.96	\$ 214,042.56	
Beltline Blvd/Colonial Dr/Farr	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Beltline Blvd/Colonial Dr/Farr			Professional Svcs - Capl Exp	\$ 24,848.58		
Beltline Blvd/Colonial Dr/Farr			Construction	\$ 169,660.96	\$ 207,450.68	
Blossom St and Saluda Ave	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Blossom St and Saluda Ave			Construction	\$ 15,000.00	\$ 16,335.29	
Blossom St Assembly St Sumter	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Blossom St Assembly St Sumter			Professional Svcs - Capl Exp	\$ 24,848.58		
Blossom St Assembly St Sumter			Construction	\$ 119,660.96	\$ 157,450.68	
Bratton St King St Maple St	Sidewalk	CO	Professional Svcs - Capl Exp	\$ -		\$ 386,602.00
Bratton St King St Maple St			Construction	\$ 64,850.96	\$ 64,850.96	
Broad River Rd Bush River Rd G	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Broad River Rd Bush River Rd G			Professional Svcs - Capl Exp	\$ 24,848.58		
Broad River Rd Bush River Rd G			Construction	\$ 119,660.96	\$ 157,450.68	
Broad River Rd Greystone Blvd	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Broad River Rd Greystone Blvd			Professional Svcs - Capl Exp	\$ 24,848.58		
Broad River Rd Greystone Blvd			Construction	\$ 119,660.96	\$ 157,450.68	
Bull St Elmwood Ave Victoria S	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Bull St Elmwood Ave Victoria S			Professional Svcs - Capl Exp	\$ 24,848.58		
Bull St Elmwood Ave Victoria S			Construction	\$ 169,660.96	\$ 207,450.68	
Calhoun St Wayne St Harden St	Bike	Design	Acquisition	\$ 12,941.14		
Calhoun St Wayne St Harden St			Professional Svcs - Capl Exp	\$ 24,848.58		
Calhoun St Wayne St Harden St			Construction	\$ 169,660.96	\$ 207,450.68	
Clemson Rd Brook Hollow Dr Sum	Bike	Design	Acquisition	\$ 12,941.14		
Clemson Rd Brook Hollow Dr Sum			Professional Svcs - Capl Exp	\$ 24,848.58		
Clemson Rd Brook Hollow Dr Sum			Construction	\$ 169,660.96	\$ 207,450.68	
Clemson Rd Longtown Rd Brook H	Bike	Design	Acquisition	\$ 12,941.14		
Clemson Rd Longtown Rd Brook H			Professional Svcs - Capl Exp	\$ 24,848.58		
Clemson Rd Longtown Rd Brook H			Construction	\$ 169,660.96	\$ 207,450.68	
Clemson Rd Two Notch Rd Side	Sidewalk	Design	Professional Svcs - Capl Exp	\$ 6,400.00		\$ 564,728.00
Clemson Rd Two Notch Rd Side			Construction	\$ 500,000.00	\$ 506,400.00	
College St Lincoln St Sumter S	Bike	Design	Acquisition	\$ 12,941.14		
College St Lincoln St Sumter S			Professional Svcs - Capl Exp	\$ 24,848.58		
College St Lincoln St Sumter S			Construction	\$ 169,660.96	\$ 207,450.68	
Columbia Mall Greenway	Greenway	Design	Acquisition	\$ 26,000.00		\$ 648,456.00
Columbia Mall Greenway			Professional Svcs - Capl Exp	\$ 100,000.00	\$ 126,000.00	
Columbiana Dr Lake Murray Blvd	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Columbiana Dr Lake Murray Blvd			Professional Svcs - Capl Exp	\$ 24,848.58		
Columbiana Dr Lake Murray Blvd			Construction	\$ 169,660.96	\$ 207,450.68	
Crane Creek Greenway A	Greenway	Design	Acquisition	\$ 100,000.00		\$ 1,541,816.00

Crane Creek Greenway A			Professional Svcs - Capl Exp	\$ 51,000.00	\$ 151,000.00	
Crane Creek Greenway B	Greenway	Design	Acquisition	\$ 26,000.00		\$ 460,315.00
Crane Creek Greenway B			Professional Svcs - Capl Exp	\$ 80,000.00	\$ 106,000.00	
Crane Creek Greenway C	Greenway	Design	Acquisition	\$ 10,000.00		\$ 793,908.00
Crane Creek Greenway C			Professional Svcs - Capl Exp	\$ 95,000.00	\$ 105,000.00	
Dutchman Blvd Connector	Greenway	Design	Acquisition	\$ 3,000.00		\$ 105,196.00
Dutchman Blvd Connector			Professional Svcs - Capl Exp	\$ 10,000.00	\$ 13,000.00	
Elmwood Ave and Park St	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Elmwood Ave and Park St			Construction	\$ 15,000.00	\$ 16,335.29	
Fort Jackson Blvd Devine St Ne	PIP	CO	Acquisition	\$ 25,982.31		
Fort Jackson Blvd Devine St Ne			Construction	\$ 382,998.89	\$ 408,981.20	
Garners Ferry Rd Rosewood Dr to True	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Garners Ferry Rd Rosewood Dr T			Professional Svcs - Capl Exp	\$ 24,848.58		
Garners Ferry Rd Rosewood Dr T			Construction	\$ 119,660.96	\$ 157,450.68	
Gills Creek A	Greenway	Design	Professional Svcs - Capl Exp	\$ 520,068.62		\$ 2,246,160.00
Gills Creek A			Construction	\$ 300,000.00	\$ 820,068.62	
Gills Creek B	Greenway	Design	Professional Svcs - Capl Exp	\$ 64,481.23		\$ 2,785,897.00
Gills Creek B			Construction	\$ 500,000.00	\$ 564,481.23	
Gills Creek North Greenway	Greenway	Design	Professional Svcs - Capl Exp	\$ 6,120.00		\$ 344,667.00
Gills Creek North Greenway			Construction	\$ 252,000.00	\$ 258,120.00	
Grand St Shealy St Hydrick St	Sidewalk	CO	Professional Svcs - Capl Exp	\$ 6,000.00		\$ 714,622.00
Grand St Shealy St Hydrick St			Construction	\$ 14,000.00	\$ 20,000.00	
Hampton St Pickens St Harden S	Bike	Design	Acquisition	\$ 12,941.14		
Hampton St Pickens St Harden S			Professional Svcs - Capl Exp	\$ 24,848.58		
Hampton St Pickens St Harden S			Construction	\$ 119,660.96	\$ 157,450.68	
Harrison Road Harrison Rd Harr	Sidewalk	CO	Acquisition	\$ 61,675.00		\$ 600,000.00
Harrison Road Harrison Rd Harr			Professional Svcs - Capl Exp	\$ 166,637.29		
Harrison Road Harrison Rd Harr			Construction	\$ 1,027,795.66	\$ 1,256,107.95	
Huger St Blossom St Gervais St	Sidewalk	Design	Acquisition	\$ 12,941.14		\$ 256,861.00
Huger St Blossom St Gervais St			Professional Svcs - Capl Exp	\$ 24,848.58		
Huger St Blossom St Gervais St			Construction	\$ 169,660.96	\$ 207,450.68	
Jefferson St Sumter St Bull St			Construction	\$ 45,867.88	\$ 45,867.88	
Koon Malinda Road Farmview Str	Sidewalk	CO	Acquisition	\$ -		\$ 92,981.00
Koon Malinda Road Farmview Str			Professional Svcs - Capl Exp	\$ -		
Koon Malinda Road Farmview Str			Construction	\$ -	\$ -	
Leesburg Rd Garners Ferry Rd S	Sidewalk	CO	Acquisition	\$ 12,941.14		\$ 475,200.00
Leesburg Rd Garners Ferry Rd S			Professional Svcs - Capl Exp	\$ 24,848.58		
Leesburg Rd Garners Ferry Rd S			Construction	\$ 119,660.96	\$ 157,450.68	
Lincoln St Blossom St Lady St	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Lincoln St Blossom St Lady St			Professional Svcs - Capl Exp	\$ 24,848.58		
Lincoln St Blossom St Lady St			Construction	\$ 157,178.78	\$ 194,968.50	
Magnolia St Two Notch Rd Pineh	Sidewalk	CO	Professional Svcs - Capl Exp	\$ 3,000.00		\$ 828,458.00
Magnolia St Two Notch Rd Pineh			Construction	\$ 508,397.87	\$ 511,397.87	
Main St and Calhoun St	PIP		Professional Svcs - Capl Exp	\$ 1,335.29		
Main St and Calhoun St			Construction	\$ 15,000.00	\$ 16,335.29	
Pelham Gills Creek Parkway Gar	Sidewalk	CO	Professional Svcs - Capl Exp	\$ -		\$ 346,774.00
Pelham Gills Creek Parkway Gar			Construction	\$ -	\$ -	
Pendleton St Lincoln St Marion	Bike	Design	Acquisition	\$ 12,941.14		
Pendleton St Lincoln St Marion			Professional Svcs - Capl Exp	\$ 24,848.58	\$ 37,789.72	
Pendleton St Lincoln St Marion			Construction	\$ 169,660.96	\$ 169,660.96	
Percival Road Forest Dr Decker	Sidewalk	RW	Acquisition	\$ 5,790.00		\$ 700,000.00
Percival Road Forest Dr Decker			Professional Svcs - Capl Exp	\$ 128,768.06		
Percival Road Forest Dr Decker			Construction	\$ 1,987,200.01	\$ 2,121,758.07	
Pickens St Washington St Rosew	Bike	Design	Acquisition	\$ 12,941.14		
Pickens St Washington St Rosew			Professional Svcs - Capl Exp	\$ 24,848.58		
Pickens St Washington St Rosew			Construction	\$ 169,660.96	\$ 207,450.68	
Pickens St/Washington St/Wayne	Bike	Design	Acquisition	\$ 12,941.14		
Pickens St/Washington St/Wayne			Professional Svcs - Capl Exp	\$ 24,848.58		
Pickens St/Washington St/Wayne			Construction	\$ 119,660.96	\$ 157,450.68	
Polo Rd Mallet Hill Rd Alpine	Sidewalk	CO	Acquisition	\$ 30,550.35		\$ 403,444.00
Polo Rd Mallet Hill Rd Alpine			Professional Svcs - Capl Exp	\$ 213,778.58		
Polo Rd Mallet Hill Rd Alpine			Construction	\$ 927,436.56	\$ 1,171,765.49	
Polo/Windsor Lake Connector	Greenway	Design	Acquisition	\$ 20,000.00		\$ 385,545.00

Polo/Windsor Lake Connector			Professional Svcs - Capl Exp	\$ 151,000.00	\$ 171,000.00	
Rosewood Dr and Beltline Blvd	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Rosewood Dr and Beltline Blvd			Construction	\$ 15,000.00	\$ 16,335.29	
Rosewood Dr and Harden St	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Rosewood Dr and Harden St			Construction	\$ 15,000.00	\$ 16,335.29	
Rosewood Dr and Holly St	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Rosewood Dr and Holly St			Construction	\$ 15,000.00	\$ 16,335.29	
Rosewood Dr and Kilbourne Rd	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Rosewood Dr and Kilbourne Rd			Construction	\$ 15,000.00	\$ 16,335.29	
Rosewood Dr and Marion St	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Rosewood Dr and Marion St			Construction	\$ 15,000.00	\$ 16,335.29	
Rosewood Dr and Ott Rd	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Rosewood Dr and Ott Rd			Construction	\$ 15,000.00	\$ 16,335.29	
Rosewood Dr and Pickens St	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Rosewood Dr and Pickens St			Construction	\$ 15,000.00	\$ 16,335.29	
Rosewood Dr Bluff Rd Garners F	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Rosewood Dr Bluff Rd Garners F			Professional Svcs - Capl Exp	\$ 22,218.79		
Rosewood Dr Bluff Rd Garners F			Construction	\$ 169,660.96	\$ 204,820.89	
Royster St Mitchell St Superio	Sidewalk	CO	Construction	\$ 471,840.77	\$ 471,840.77	\$ 95,357.00
School House Rd Two Notch Rd E	Sidewalk	CO	Acquisition	\$ 1,300.00		\$ 482,882.00
School House Rd Two Notch Rd E			Professional Svcs - Capl Exp	\$ 12,562.68		
School House Rd Two Notch Rd E			Construction	\$ 1,401.81	\$ 15,264.49	
Smith/Rocky Branch Greenway A	Greenway	Design	Acquisition	\$ 15,000.00		\$ 431,183.00
Smith/Rocky Branch Greenway A			Professional Svcs - Capl Exp	\$ 16,400.00	\$ 31,400.00	
Smith/Rocky Branch Greenway B	Greenway	Design	Acquisition	\$ 100,000.00		\$ 1,415,316.00
Smith/Rocky Branch Greenway A			Professional Svcs - Capl Exp	\$ 231,400.00	\$ 331,400.00	
Smith/Rocky Branch Greenway C	Greenway	Design	Acquisition	\$ 96,916.97		\$ 901,122.00
Smith/Rocky Branch Greenway C			Professional Svcs - Capl Exp	\$ 253,224.28	\$ 350,141.25	
Sumter St Washington St Senate	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Sumter St Washington St Senate			Professional Svcs - Capl Exp	\$ 24,848.58		
Sumter St Washington St Senate			Construction	\$ 169,660.96	\$ 207,450.68	
Sunset Elmhurst Road River Dri	Sidewalk	RW	Acquisition	\$ 111,049.75		\$ 364,522.00
Sunset Elmhurst Road River Dri			Professional Svcs - Capl Exp	\$ 242,219.56		
Sunset Elmhurst Road River Dri			Construction	\$ 480,426.93	\$ 833,696.24	
Superior St Whaley St Airport	Sidewalk	CO	Professional Svcs - Capl Exp	\$ 3,000.00		\$ 778,852.00
Superior St Whaley St Airport			Construction	\$ 10,000.00	\$ 13,000.00	
Three Rivers Greenway Extension 1	Greenway	CO	Professional Svcs - Capl Exp	\$ 57,274.89		\$ 7,902,242.00
Three Rivers Greenway Extension 1			Construction	\$ 1,224,206.27	\$ 1,281,481.16	
Tryon St Catawba St Heyward St	Sidewalk	CO	Acquisition	\$ 1,700.00		\$ 354,446.00
Tryon St Catawba St Heyward St			Professional Svcs - Capl Exp	\$ 3,000.00		
Tryon St Catawba St Heyward St			Construction	\$ 44,617.16	\$ 49,317.16	
Two Notch Rd and Brickyard Rd	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Two Notch Rd and Brickyard Rd			Construction	\$ 15,000.00	\$ 16,335.29	
Two Notch Rd and Maingate Dr/W	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Two Notch Rd and Maingate Dr/W			Construction	\$ 15,000.00	\$ 16,335.29	
Two Notch Rd and Sparkleberry	PIP	CO	Professional Svcs - Capl Exp	\$ 1,335.29		
Two Notch Rd and Sparkleberry			Construction	\$ 15,000.00	\$ 16,335.29	
Two Notch Rd Beltline Blvd Par	Bike	Design	Acquisition	\$ 12,941.14		
Two Notch Rd Beltline Blvd Par			Professional Svcs - Capl Exp	\$ 24,848.58		
Two Notch Rd Beltline Blvd Par			Construction	\$ 169,660.96	\$ 207,450.68	
Whaley St Lincoln St Pickens S	Bike	Design	Acquisition	\$ 12,941.14		
Whaley St Lincoln St Pickens S			Professional Svcs - Capl Exp	\$ 24,848.58		
Whaley St Lincoln St Pickens S			Construction	\$ 169,660.96	\$ 207,450.68	
Wheat St Harden St King St	Bike	Design	Acquisition	\$ 12,941.14		Remove SCDOT
Wheat St Harden St King St			Professional Svcs - Capl Exp	\$ 24,848.58		
Wheat St Harden St King St			Construction	\$ 119,660.96	\$ 157,450.68	
Woodbury/Old Leesburg Greenway	Greenway	Design	Acquisition	\$ 5,000.00		\$ 116,217.00
Woodbury/Old Leesburg Greenway			Professional Svcs - Capl Exp	\$ 8,000.00	\$ 13,000.00	
				\$ 18,294,094.68	\$ 100,717,846.00	

Scoped, Active Desing, or on Hold
In active Right of Way or on Hold
In procurement, on hold, active construcion, or completed

Will be removed in next FY

Some bikeways were budgeted that were removed per SCDOT



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: November 15, 2019 **Meeting Date:** December 3, 2019

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/a	Date:	
Other Review:	Procurement	Date:	11/25/2019
Approved for Council consideration:			

Committee

Subject: Transportation Project in Acquisition and Under Contract

Background Information:

All Transportation Penny projects not currently in active construction (contractor performing work on site) are on hold. There are four projects that fall into unique circumstances that require a decision in order to move forward.

Greene Street Phase II is under contract with a pre-construction meeting scheduled for December 4, 2019. Construction mobilization is anticipated to begin in January/ February 2020. The Notice to Proceed would be issued at the pre-construction meeting.

N. Springs/ Harrington Intersection project is under contract with a notice-to-proceed (NTP) issued. Construction anticipated to begin in November/ December 2019.

Sidewalk Package S12- Harrison Road was evaluated and a bid results summary sent to the Transportation Department for an award recommendation. \$600,000 was allocated for this project in the referendum. The lowest bid received was well over this amount. However, as a category of the approved 50 of 56 sidewalk projects (Special Called Meeting on August 1, 2019) this project fits into the overall available funding of \$21,002,370.

Sidewalk Package S13- Polo Road SUP was evaluated and a bid results summary sent to the Transportation Department for an awards recommendation. \$403,444 was allocated for this project in the referendum. The lowest bid received was well over this amount. However, as a category of the approved 50 of 56 sidewalk projects (Special Called Meeting on August 1, 2019) this project fits into the overall available funding of \$21,002,370.

Recommended Action:

Staff recommends allowing Innovista/Greene Street Phase II and N. Spring/ Harrington Intersection projects to move forward as they are under contract.

Staff recommends moving forward for approval, award and contracting for Sidewalk Packages S12 and S13 as Council has elected to move forward with the to 50 of 56 sidewalks and there is money in this project category type to complete the remaining approved sidewalk projects.

Motion Requested:

Move to approve staff recommendations to proceed with the four (4) projects.

Request for Council Reconsideration: **Yes**

Fiscal Impact: None

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

Greene Street Phase II is under contract with a pre-construction meeting scheduled for December 4, 2019. Construction mobilization is anticipated to begin in January/ February 2020. Greene Street Phase II is part of the Special, Innovista Transportation-Related Projects with a specific project description and a specified referendum amount of \$50,000,000. Innovista/ Greene Street Phase I was completed in May 2017 for \$17,897,970.34 leaving \$ 32,102,029.66. County Council approved the construction contract on October 1, 2019 for \$16,046,190.35 with a 10% contingency of \$1,604,619.04 and an 8% utility contingency of \$1,283,695.23. The total amounts to \$ 18,934,504.62. Remaining money for Phase III is \$ 13, 167,525.04. The project was ranked 4 of 9 in the Council approved rankings of Special Projects on October 7, 2014.

N. Springs/ Harrington Intersection is under contract with a notice-to-proceed (NTP) issued. Construction is anticipated to begin in November/ December 2019. County Council approved the construction contract on August 1, 2019 for \$960,931.00 with a 10% contingency of \$96,093.10 for a total of \$1,057,0241.10. This project has \$2,000,000 allotted in the referendum. This project is ranked 7 of 8 of the non-quick start intersection projects.

Sidewalk Package S12- Harrison Road was evaluated and a bid results summary sent to the Transportation Department for an award recommendation. The Harrison Road Sidewalk project was ranked 11 of 56 for sidewalks listed in the referendum. On August 1, 2019, County Council approved to move forward with the top 50 of 56 sidewalks as presented in the July 2019 Sidewalk Status document. Of the 50 approved sidewalks, \$21,002,370 in penny and outside funding was available for sidewalk projects. Anticipated costs for the 50 sidewalks is estimated at \$18,124,907. The lowest responsive and responsible bidder was well below the project cost estimate. This project was prioritized as HIGH in accordance with the October 7, 2014 Council approved Bikeway and Sidewalk Point System and Prioritization document.

Sidewalk Package S13- Polo Road SUP was evaluated and a bid results summary sent to the Transportation Department for an awards recommendation. The Polo Road Sidewalk project was ranked 17 of 56 for sidewalks listed in the referendum. On August 1, 2019, County Council approved to move forward with the top 50 of 56 sidewalks as presented in the July 2019 Sidewalk Status document. Of the 50 approved sidewalks, \$21,002,370 in penny and outside funding was available. Anticipated costs for the 50 sidewalks is estimated at \$18,124,907. The lowest responsive and responsible bidder

was well below the project cost estimate. This project was prioritized as HIGH in accordance with the October 7, 2014 Council approved Bikeway and Sidewalk Point System and Prioritization document.

Attachments:

1. August 1, 2019 Council Special Called Meeting – Sidewalk Decision and N. Springs/ Harrington Contract approval.
2. October 1, 2019 Meeting- Greene Phase II contract approval
3. October 7, 2014: Council approved Bikeway and Sidewalk Point System and Prioritization document
4. July 2019 Sidewalk Status Document as presented at August 1, 2019 Council meeting and approved.
5. Recommendation letters for the two sidewalk projects

The motion for reconsideration failed.

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

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

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

Present but Not Voting: McBride

The vote in favor was unanimous.

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

- a. Township Auditorium Board – Two (2) Vacancies – Ms. Newton stated the committee recommended re-appointing Ms. Abigail Rogers and appointing Mr. Harold Ward.

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

The vote in favor was unanimous.

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

- a. Items for Information:

1. Approval of Letters of Recommendation to Award Bid:

- a. Resurfacing Package Q – Mr. Jackson stated the package includes 52 roads and a length of approximately 16.4 miles. The proposed bids were opened in July, and reviewed, according to the appropriate procurement process. The committee recommends the awarding of the letter of recommendation for the bid.

Ms. Myers stated, at the committee meeting, a request was made for a list of roads in each of the packages.

Mr. Niermeier stated they could get the list for Council. The list is also included in the monthly report.

Mr. Malinowski suggested deferring this item until the end of the Report of the Transportation Ad Hoc Committee to allow staff time to provide the requested information.

Mr. Jackson stated he does not object to deferring the item. The only objection he has is that it has been handed out on more than one occasion. This is not a new report. It has been distributed more than once.

Ms. Dickerson stated she is sure that she has the list, but she expects it to be in front of her. She does not expect to have to “fish” to get it. As evidenced earlier, things can change between meetings and she wants to ensure what she is voting for/against has not changed.

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

Present but Not Voting: Walker, Dickerson and McBride

The vote in favor was unanimous.

- b. North Springs/Harrington Intersection – Mr. Jackson stated the bids were opened on July 17th. The proposed scope recommends that North Spring Road be widened, and also provide an additional widening along Harrington Road. These fall within the referendum amount and the committee recommends approval.

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

Abstain: McBride

Present but Not Voting: Walker

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

2. Approval to Increase Construction Contingency Amount: -- Mr. Jackson stated the request is to increase the construction contingency amount beyond the original approved amount of 10% due to changes in site conditions and modifications of the projects to minimize impacts to utilities. Increases will occur the Koon/Fairview Sidewalk and the Magnolia/Schoolhouse Road projects.
- a. Koon/Fairview Sidewalk Project (10%)
b. Magnolia/Schoolhouse Road Project (10%)

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

Abstain: Myers and Dickerson

Present but Not Voting: Walker

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

3. Approval of Penny Project Features Inside SCDOT Right of Way – Mr. Jackson stated there were several projects discussed at the work session regarding shared-use paths, landscaped medians, mast arms and street lighting. The committee recommends the removal of these items from future designs.

Mr. Malinowski inquired if these are the ones that had tremendous annual costs.

Mr. Jackson stated some of the costs would not be annual. The mast arms would only have to be replaced if they were damaged. The annual costs would be for the landscaping.

Mr. Malinowski inquired about the ordinance that said we would not put street lights anywhere unless they could be put everywhere.

Mr. Niermeier stated that was an exhibit in the committee packet. The recommendation from the committee is to remove these items from current designs. There are a couple of designs being held up pending inclusion/non-inclusion.

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

Present but Not Voting: Myers, Walker and Dickerson

The vote in favor was unanimous.

4. Approval of moving forward with 50 of the 56 Sidewalk projects in the Ordinance Referendum – Mr. Jackson stated the committee recommended moving forward with the 50 of the 56 sidewalk projects in the ordinance referendum. These are sidewalks that have been discussed, and recognized, that could be completed given the current dollars available.

Mr. Malinowski inquired if there was public input on these.

Mr. Jackson stated Mr. Beaty indicated there was public input.

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

Abstain: Newton and Myers

Present but Not Voting: Walker

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

POINT OF PERSONAL PRIVILEGE – Ms. McBride stated she has spoken with the Administrator, but she wants to make it known publicly that they are still having problems with the sidewalks on Magnolia and Schoolhouse Road. There is no construction taking place. She has been promised by the Transportation Department Director that he would keep her abreast of what is going on, but she does not know what is going on. Her constituents have been calling her and she has been by both projects. There are 2 houses, where senior citizens are residing, in which they cannot use their front door and the mail carrier cannot deliver mail. If we need to fire the contractors and hire new contractors, that is what needs to be done.

Mr. Niermeier responded that he has a signed letter that will be mailed out tomorrow to the residents. In preparation of them beginning work, the contractor deployed equipment to their holding area off of Magnolia yesterday. He has been working with Procurement on how to address this contractually.

Mr. Malinowski inquired if Public Works is now under the Transportation Department.

Mr. Niermeier responded that Public Works and Transportation are 2 separate departments.

19. **OTHER ITEMS**

- a. Residential Utilities Assistance Program – Mr. Malinowski requested an explanation regarding the following statement: “The fund will be subject to County Council’s annual appropriations...” as he was not aware Council would be appropriating funding.

Attachment 2. October 1, 2019 Meeting- Greene Street Phase II Contract Approval

Ms. Terracio stated, having had many conversations about greenways, bikeways and sidewalks, she would suggest, because the greenways are such a special category, they get their own three readings and public hearing. Then, maybe we treat different categories separately.

Mr. Manning stated Mr. Smith said there were several times in the past that we were looking at making some changes, and there was a discussion about three readings and a public hearing. We have never done that yet, so he is hopeful that we can go back and get a list of every time there was discussion, over the past 5 years, about whether something took three readings and public hearing, and we make all those null and void. He would like to have that list by the end of the week.

Mr. Malinowski stated he is still not sure about the properness of the motion. We have already voted on this matter, and now we are bringing something back that we have already voted on.

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

Opposed: Malinowski, Jackson, Kennedy and Livingston

Present but Not Voting: Manning

The vote was in favor.

3. Approval of Letter Recommending to Award bid for Greene Street Phase 2 – Mr. Jackson stated the committee recommended approval.

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

Present but Not Voting: Newton and Manning

Opposed: Walker

Abstain: Dickerson

The vote was in favor.

4. Recommendation for Remaining Years 3 & 4 Redesign of certain Years 1 – 2 Roads – Mr. Jackson stated the committee recommended approval.

Ms. Myers stated her concern is that we have this list of roads that have been dropped by staff, or otherwise dropped, but we have not gone back and notified the property owners. She would be reluctant to move to redesign roads and leaving other roads without understanding whether these are the roads that ought to be in Years 1 and 2. For her, she is surprised that one has been dropped from the list. It is the one road, with the 96-year old lady, she has heard about almost every week since she came onto Council. She does not think the list, as it stands, ought to be let.

Mr. Jackson stated, for clarification, according to staff, all members of the community have been notified.

Mr. Niermeier stated at some point along the process everyone has been notified. It might have been 2 – 3 years ago.



Definition and Weighting of Criteria for Prioritization of Transportation Penny Projects:

Bikeway and Sidewalk Point System and Prioritization

The bikeway and sidewalk ranking and validation process was carried out primarily within a GIS environment, data collected from local agencies, as well as by field observations to confirm existing conditions. The respective weights of each criterion were determined and refined with input from Richland County Council Transportation Ad Hoc Committee, the County Transportation Director and analysis of other recent and comparable programs in the region. Projects that will be built as part of a road widening were not prioritized, but were included for validation and confirmation.

To optimize flexibility and grouping variety, projects were prioritized into a high, medium or low category based on culminated point totals. The augmented point system for all criteria is as follows:

20 points – Existing concept plans or designs for the project are in position or are under development. Up to 20 points were given to a project that had a completed master plan document and/or was ready for construction commencement.

25 points - Connectivity to existing public trails, greenways and public lands such as national, state or county parks. Connectivity offers more public use and enables a single project to link to a broader local or regional network of new or existing infrastructure.

2 points - Acquisition, construction and maintenance costs based on updated route and design information. Projects that had undergone a re-assessment of unit costs, professional design fees, construction engineering inspection costs, utility relocation cost assumptions, right-of-way cost assumptions and contingency factors received 2 points. Costs were compared against recent SCDOT standards and local construction cost factors. To ensure all projects were considered objectively and equitably, these criteria were not given high maximum points.

20 points – Connectivity to schools within a ½ mile or less. Up to 20 points were awarded for this criteria.

10 points – Connectivity to major business centers within a ½ mile or less. Up to 10 points were given for this criteria.

10 points – Connectivity to a transit facility (bus station, bus route or bus stop) within ½ mile or less. Up to 10 points were given to a project that meets these criteria.

15 points – No (or partial) existing sidewalk or bikeway exists. Up to 15 points were given to a project that meets this criteria.

A total of up to 102 points is the maximum achievable score, however, no sidewalk or bikeway exceeded 82 points. Total points were used to determine priority level.

Prioritization levels:

82 to 68 – High priority

67 to 56 – Medium priority

55 to 0 – Low priority



SIDEWALK PROJECTS

Attachment 4. July 2019 Sidewalk Status Document as presented at August 1, 2019 Council meeting and approved

Priority	Rank	Council District	Project Names	Begin Location	End Location	Existing Concept Plans	Connectivity to Greenway	Acquisition, Construction/Maintenance Costs Determined	Connectivity to Schools	Connectivity to Business	Connectivity to transit	Partial to No Sidewalk/Bike way	Total Points	Comments	
			Sidewalks			0-20 pts	10-25 pts	0-2 pts	10-20 pts	5-10 pts	5-10 pts	5-15 pts	102 pts		
Completed Projects	*	5	Blossom St	Williams St	Huger St									Traveling toward Huger St. - Sidewalk on Both Sides - Begin to End (Complete)///Connectivity to City/County SIB///High volume of development in area///Part of Bike/Ped Master Plan	
	*	5	Gervais St	450' west of Gist St	Gist St									Traveling toward Gist St. - Sidewalk on Both Sides- From Begin to End (Complete)	
	*	5	Gervais St	Gist St	Huger St									Traveling toward Huger St. - Sidewalk on Both Sides- From Begin to End (Complete)	
High Priority Projects	High	5	Shandon St	Rosewood Dr	Heyward St	0	22	2	20	10	10	15	79	No Sidewalk at Present	
	High	4	Jefferson St	Sumter St	Bull St	0	20	2	20	10	10	15	77	No Sidewalk at Present	
	High	8	Polo Rd	Mallet Hill Rd	Alpine Rd	0	25	2	20	10	10	10	77	None (Partial Right Sidewalk in front of apartment complex)	
	High	5,6	Senate St	Gladden St	Kings St	0	25	2	20	5	10	15	77	No sidewalk at present///street passes a park	
	High	10	Wiley St	Superior St	Edisto Ave	0	22	2	20	5	10	15	74	No sidewalk at present///Connects to neighborhood park that is not park of greenway system	
	High		Harrison Road	Two Notch Rd	Forest Drive	0	20	2	15	10	10	15	72	No Sidewalk at Present	
	High	6	Maple St	Kirby St	Gervais St	0	20	2	20	5	10	15	72	No Sidewalk at Present	
	High	4	Mildred Ave	Westwood Ave	Duke Ave	0	20	2	20	5	10	15	72	No Sidewalk at Present	
	High	4	Wildwood Ave	Monticello Rd	Ridgewood Ave	0	20	2	20	5	10	15	72	No sidewalk at present///Leads to neighborhood park on other side of Monticello Rd that is not part of greenway system	
	High	3	Windover St	Two Notch Rd	Belvedere Dr	0	20	2	15	10	10	15	72	No Sidewalk at Present	
Medium Priority Projects	High	11	Leesburg Rd	Garners Ferry Rd	Semmes Rd	0	20	2	20	10	10	10	72	Traveling toward Semmes Rd. - Sidewalk on Left until Green Lawn Dr. - Sidewalks on Both Sides until Eugene St. - Sidewalk on Left until Twin Lakes Rd- None until End	
	High	11	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd	0	20	2	20	7	5	15	69	No Sidewalk at Present	
	High	3	Magnolia St	Two Notch Rd	Pinehurst Rd	0	20	2	15	7	10	15	69	No Sidewalk at Present	
	Medium	9, 10	Clemson Rd	Two Notch Rd	Percival Rd	0	20	2	15	10	5	15	67	No Sidewalk at Present	
	Medium	4	Franklin St	Sumter St	Bull St	0	20	2	15	5	10	15	67	No Sidewalk at Present	
	Medium	5	Huger St	Blossom St	Gervais St	0	25	2	15	10	10	5	67	Traveling toward Gervais- Sidewalk on Both Sides until Devine St. - Sidewalk on Left side until Building corner- None Until Senate St. - Sidewalk on Both Sides until End	
	Medium	3, 8, 10	Alpine Rd	Two Notch Rd	Percival Rd	0	25	2	10	10	10	5	62	Traveling toward Two Notch - Sidewalk Existing on Right Side -Starting from Gardenia Dr. to Two Notch Rd. (Sidewalk and Bikeway shall be combined, thus lower costs)	
	Medium	5,10	Heyward St/Marion St/Superior/Holt St	Whaley St	Airport Blvd.	0	10	2	20	10	10	7	59	Entire length, sidewalk is primarily on one side of the street.	
	Medium	10	Royster St	Mitchell St	Superior St	0	10	2	15	7	10	15	59	No Sidewalk at Present	
	Medium	3	School House Rd	Two Notch Rd	Ervin St	0	10	2	10	10	10	15	57	No Sidewalk at Present	
	Medium	6	Pelham	Gills Creek Parkway	Garners Ferry Road	0	20	2	10	10	10	5	57	City priority list///Project complete, funds need to be redirected to Assembly Street Improvements to avoid losing existing earmark.	
	Medium	4	Calhoun St	Gadsden St	Wayne St	0	25	2	10	10	5	5	57	Traveling toward Wayne St. - Sidewalk On Both Sides- From Begin to End	
	Medium	6	Percival Road	Forest Dr	Decker Blvd	0	10	2	20	10	10	5	57	Traveling toward Decker Blvd. - Sidewalk on Right Side for 500' - None until Northshore Rd. - Left Side until End///Part of Bike/Ped Master Plan	
	Medium	5	Prospect	Wilmot Avenue	Yale	0	10	2	20	5	5	15	57	No Sidewalk at Present	
	Medium	5	Shandon St	Wilmot St	Wheat St	0	10	2	20	5	5	15	57	No Sidewalk at Present	
	Low Priority Projects	Low	5, 10	Assembly St/Shop Rd	Whaley St	Beltline Blvd	0	15	2	10	10	10	5	52	Traveling toward Beltline Blvd. - Sidewalk on Left Side for 350' - None until End
		Low	5	Bratton St	King St	Maple St	0	10	2	20	5	10	5	52	Traveling toward Maple St. - Sidewalk on Left Side for 100' - None until End
Low		8, 9, 10	Polo Rd.	Two Noth Rd.	Mallet Hill Rd.	0	20	2	20	5	5	5	52	Will be completed part of the Polo Rd. Widening Project	
Low		4	Broad River Rd	Greystone Blvd	Broad River Bridge	0	20	2	10	10	10		52	Bike/Ped Master Plan	
Low		4, 5	Laurel St	Gadsden St	Pulaski St	0	25	2	10	5	5	5	52	Traveling towards Gadsden, sidewalk on both sides	
Low		7, 8, 9	Clemson Rd	Longwood Rd.	Two Notch Rd	0	10	2	20	10	5	5	52	/// Traveling toward Two Notch Rd. - Sidewalk on Right Side - From N. Springs to Town Center Place. Total road length is 4.48 miles, but only 1 mile of sidewalk in plan.	
Low		3	Koon	Malinda Road	Farmview Street	0	10	2	20	5	10	5	52	Traveling toward Farmview St. - Sidewalk on Left Side Until 500' after Prescott Rd. - None at Present until End	
Low		3, 7, 8, 9	Two Notch Rd	Alpine Rd	Spears Creek Church Rd	0	10	2	15	10	10	5	52	Traveling toward Spears Creek Church - Sidewalk Exists on Both Sides Until Rabon Rd - Sidewalk on Left until Lionsgate Dr. - None Until End	
Low		4, 5	Wayne St	Calhoun St	Laurel St	0	25	2	10	5	5	5	52	Traveling toward Laurel St. - None until Richland St. - Sidewalk on Left side until End	
Low		5	Lincoln St	Heyward St	Whaley St	0	10	2	10	7	10	10	49	Traveling toward Whaley St., no sidewalk on either side.	
Low		3	Pinehurst	Harrison Road	Forest Drive	0		2	20	10		5	47	Traveling toward Forest Drive - Sidewalk On Right Side Until End - (Left Sidewalk exists for a short amount distance before Forest Drive)///Portion complete, need to finish route to enhance safety///Park of Bike/Ped Master Plan	
Low		10	Bluff Rd.	Rosewood Dr.	Beltline Blvd.	0	15	2	10	10	10		47	Will be completed as part of the Bluff Rd. Widening Project	
Low		1	Broad River Rd.	Royal Tower Rd.	Woodrow St.	0	10	2	15	10	10		47	Will be completed as part of the US 176 Widening Project	
Low		2	Broad River Rd	Harbison Blvd	Bush River Rd	0	10	2	10	10	10	5	47	Bike/Ped Master Plan	
Low		6	Fort Jackson Blvd	Wildcat Rd	I-77	0	20	2	10	10	5	0	47	Traveling toward I-77 - Sidewalk on Both Sides - From Begin to End (Complete)	
Low		5	Tryon St	Catawba St	Heyward St	0	15	2	15	5	5	5	47	Traveling toward Heyward St. - Sidewalk On Both Sides until End	
Low		2	Broad River Rd/Lake Murray Blvd	I-26	Harbison Blvd	0	10	2	10	10	10	5	47	Traveling toward Harbison - Sidewalk Exists on Both Sides - From I-26 to Kinley Rd.	
Low		2	Columbiana Dr	Lexington County Line	Lake Murray Blvd	0	10	2	10	10	10	5	47	Traveling toward Lexington County Line - Sidewalk on Right Side - From Begin to End /// Sidewalk on Left Side at Begin, but not to the end.	
Low		4	Grand St	Shealy St	Hydrick St	0	10	2	20		10	5	47	Traveling toward Hydrick St. - Sidewalk on Right Side for 350' before Academy St. - None until Liberty St. - Sidewalk on the Right until Dead End	
Low		5	Lyon St	Gervais St	Washington St	0	10	2	20		10	5	47	Traveling toward Washington St. - Sidewalk on the Right Side until End	
Low	5	Park St	Gervais St	Senate St	0	10	2	10	10	10	5	47	Traveling toward Senate St. - Sidewalk on Left Side until End		
Low	11	Veterans	Garners Ferry Road	Wormwood Drive	0	10	2	10	10	10	5	47	Traveling toward Wormwood Drive - Sidewalk on Right Side until End		
Low	11	Atlas Rd	Fountain Lake Way	Garners Ferry Rd.	0	10	2	10	10	10	10	42	Will be completed as part of the Atlas Rd. Widening Project		
Low	2	Broad River Rd.	Lake Murray Blvd.	Western Ln.	0	10	2	10	10	10	10	42	Will be completed as part of the US 176 Widening Project		
Low	2	Blythewood Rd	I-77	Main St	0	10	2	10	10	5	0	37	Traveling toward Main St. - Sidewalk on Both Sides - Begin to End (Complete)		
Low	4	Colonial Dr/Farrow Rd	Harden St	Academy St	0	10	2	10	10		5	37	Traveling down Colonial Dr. toward Academy St. - Sidewalk on Both Sides- From Begin to End /// Traveling down Farrow Rd. toward Academy St. - Sidewalk on Right Side, except after Booker St.- Sidewalk on Both Sides		
Low	6,11	Veterans	Coachmaker Road	Coatsdale Road	0	10	2	10	5	5	5	37	Traveling toward Coastdale Rd. - Sidewalk on Left Side until End		



**Richland Penny Transportation Program
July 2019 Sidewalk Status**

ACTIVE / COMPLETED REFERENDUM PROJECTS (50)

2015 PRIORITY	DISTRICT	PROJECT NAME	TERMINI	TERMINI	LENGTH (MILES)	COMMENTS	REFERENDUM AMOUNT	*PROGRAMMED COST
Complete	5	Blossom St.	Williams St.	Huger St.	.1 (460')	Complete	\$41,564	\$0
Complete	5	Gervais St.	Gist St.	450' w Gist	0.1 (450')	Complete	\$8,638	\$0
Complete	5	Gervais St.	Gist St.	Huger St.	0.18	Complete	\$84,100	\$0
High	4	Jefferson St. (S-363)	Sumter St.	Bull St. (SC 277)	0.13	Complete	\$381,242	\$166,448
High	6	Maple St. (City)	Kirby St. (City)	Gervais St. (US 1)	0.1 (346')	Complete	\$132,502	\$94,308
High	4	Mildred Ave. (S-797)	Westwood Ave. (S-860)	Duke Ave. (S-126)	0.1 (430')	Complete	\$151,536	\$94,308
High	5, 6	Senate St. (S-351)	Gladden St. (S-351)	King St. (S-142)	0.26	Complete	\$476,230	\$142,718
High	4	Wildwood Ave. (S-203)	Monticello Rd. (S-215)	Ridgewood Ave. (S-76)	0.14	Complete	\$264,449	\$72,867
High	10	Wiley St. (S-1093)	Superior St. (S-448)	Edisto Ave. (City)	0.15	Complete	\$280,896	\$95,892
High	3	Windover St. (S-1372)	Two Notch Rd. (US 1)	Belvedere Dr. (S-1358)	0.1 (546')	Complete	\$187,942	\$72,867
High	3	Harrison Rd. (S-93)	Two Notch Rd. (US 1)	Forest Dr. (SC 12)	1.17	Available to construct.	\$600,000	\$1,951,365
High	3	Magnolia St. (S-94, City)	Two Notch Rd. (US 1)	Pinehurst Rd. (S-943)	0.44	In Construction. 2019 completion.	\$828,458	\$509,862
High	5	Shandon St. (City)	Rosewood Dr. (SC 16)	Heyward St. (City)	0.14	Deferred by Council based on public input.	\$268,514	\$0
High	4	Sunset Dr. (SC 16)	Elmhurst Rd. (S-1405)	River Dr. (US 176)	0.74	Design underway. 2020 Construction.	\$364,522	\$2,490,208
High	11	Lower Richland	Rabbit Run Rd. (S-2089)	Garners Ferry Rd. (US 76)	0.55	To be constructed with the widening project.	\$260,077	\$0
High	11	Leesburg Rd.	Garners Ferry Rd. (US 76)	Semmes Rd. (City)	4	2019 Construction (Part of SCDOT Widening)	\$475,200	\$0
High	8, 9, 10	Polo Rd. (S-2214)	Mallet Hill Rd. (City)	Alpine Rd. (S-63)	1.69	Available to construct	\$403,444	\$2,935,771
Medium	4	Calhoun St. (City)	Gadsden St. (City)	Wayne St. (City)	0.1 (518')	Complete	\$91,106	\$0
Medium	4	Franklin St. (S-165)	Sumter St.	Bull St. (SC 277)	0.29	Complete	\$785,585	\$166,448
Medium	10	Royster St. (Capers)	Mitchell St. (S-1989)	Superior St. (S-448)	0.1 (428')	Complete	\$95,357	\$124,409
Medium	5,10	Superior St. (City) (Marion)	Whaley St. (City)	Airport Blvd. (City)	0.18	Complete	\$778,852	\$83,807
Medium	9, 10	Clemson Rd. (S-52)	Two Notch Rd. (US 1)	Percival Rd. (SC 12)	3.39	Available to construct.	\$564,728	\$413,086
Medium	6	Pelham Dr. (City)	Gills Creek Pkwy (City)	Garners Ferry Rd. (US 76)	1.52	Complete	\$346,774	\$65,415
Medium	3	School House Rd. (S-1350)	Two Notch Rd. (US 1)	Ervin St. (S-1350)	0.26	In Construction. 2019 completion.	\$482,882	\$509,862
Medium	5	Prospect Rd. (S-357)	Wilmot Ave. (City)	Yale St. (S-360)	0.28	Deferred by Council based on public input.	\$137,938	\$0
Medium	5	Shandon St. (City)	Wilmot Ave. (City)	Wheat St. (City)	0.1 (426')	Deferred by Council based on public input.	\$179,071	\$0
Medium	3, 8, 10	Alpine Rd. (S-63)	Two Notch Rd. (US 1)	Percival Rd. (SC 12)	2.41	Late 2019 construction	\$452,075	\$4,431,225
Medium	6	Percival Rd. (SC 12)	Forest Dr. (SC 12)	Decker Blvd. (S-151)	1.52	2020 construction	\$700,000	\$2,547,062
Low	2	Blythewood Rd. (S-59)	I-77	Main St. (S-21)	0.54	Complete	\$191,601	\$0
Low	5	Bratton St. (S-139)	King St. (S-142)	Maple St. (City)	0.21	Complete	\$386,602	\$83,807
Low	4, 5	Broad River Rd. (US 176)	Greystone Blvd. (S-3020)	Broad River Bridge	0.48	Complete	\$109,367	\$0
Low	4	Colonial Dr. (S-228)	Harden St. (SC 555)	Academy St. (SC 16)	0.37	Complete	\$1,012,704	\$0
Low	2	Columbiana Dr. (City)	Lex. Co. Line	Lake Murray Blvd. (SC 60)	0.98	Complete	\$486,272	\$0
Low	4	Grand St. (S-809/S-1502)	Shealy St. (City)	Hydrick St. (S-1422)	0.45	Complete	\$714,622	\$83,807
Low	4, 5	Laurel St. (S-337)	Gadsden St. (City)	Pulaski St. (City)	0.19	Complete	\$359,066	\$0
Low	5	Lincoln St. (City)	Heyward St. (City)	Whaley St. (City)	0.1 (553')	Complete	\$198,475	\$0
Low	5	Lyon St. (S-821)	Gervais St. (US 1)	Washington St. (City)	0.21	Complete	\$194,410	\$0
Low	3	Pinehurst Rd. (S-943)	Harrison Rd. (S-93)	Forest Dr. (SC 12)	0.7	Complete	\$1,649,672	\$0
Low	11	Veterans St. (S-1534)	Garners Ferry Rd. (US 76)	Wormwood Dr. (city)	0.34	Complete	\$171,602	\$0
Low	6, 11	Veterans St. (S-1534)	Coachmaker Rd. (City)	Coatsdale Rd. (City)	0.1 (336')	Complete	\$45,915	\$0
Low	4, 5	Wayne St. (City)	Calhoun St. (City)	Laurel St. (S-337)	0.2	Complete	\$366,828	\$0
Low	3	Koon Rd. (S-456)	Malinda Rd. (City)	Farmview St. (City)	0.16	In Construction. 2019 Completion.	\$92,891	\$283,137
Low	5	Tryon St. (City)	Catawba Ave. (City)	Heyward St. (City)	0.19	Complete	\$354,446	\$65,415
Low	6	Fort Jackson Blvd (SC 760)	Wildcat Rd. (US 76)	I-77	0.53	Design pending approval	\$343,543	\$470,245
Low	5	Park St. (City)	Gervais St. (US 1)	Senate St. (S-351)	0.1 (504')	Assigned to City	\$170,570	\$170,570
Low	11	Atlas Rd. (S-50)	Fountain Lake Way (city)	Garners Ferry Rd. (US 76)	0.54	To be completed as part of Atlas Rd. widening	\$0	\$0
Low	10	Bluff Rd. (SC 48)	Rosewood Dr. (SC 16)	Beltline Blvd. (SC 16)	2.5	To be completed as part of Bluff Rd. widening	\$0	\$0
Low	1	Broad River Rd. (US 176)	Royal Tower Rd. (S-1862)	Woodrow St. (City)	0.77	To be completed as part of US 176 widening	\$0	\$0
Low	8, 9, 10	Polo Rd. (S-2214)	Two Notch Rd. (US 1)	Mallet Hill Rd.	1.89	Available to construct	\$0	\$0
Low	1	Broad River Rd. (US 176)	Lake Murray Blvd. (SC 60)	Western Ln. (S-2894)	1.6	No funding included in the Referendum. Beyond limits of Broad River Road included in Widening Category.	\$0	\$0

Total Referendum	\$16,672,268	
<i>Percival SCDOT CTC</i>	<i>\$1,811,423</i>	
<i>Alpine Bikeway (Referendum) Transfer</i>	<i>\$1,536,100</i>	
<i>Alpine SCDOT Federal Resurfacing</i>	<i>\$802,579</i>	
<i>Alpine TAP Grant</i>	<i>\$180,000</i>	
Total Active / Completed	\$21,002,370	\$18,124,907
Remaining funds:	\$2,877,464	

REMAINING REFERENDUM PROJECTS (6)

2015 PRIORITY	DISTRICT	PROJECT NAME	TERMINI	TERMINI	LENGTH (MILES)	COMMENTS	REFERENDUM AMOUNT	ESTIMATED COST
Medium	5	Huger St. (US 21)	Blossom St. (US 21)	Gervais St. (US 1)	0.6	Sidewalk exists from Blossom to College and from Senate to Gervais. Construct sidewalk from College to Senate.	\$256,861	\$849,259
Low	5, 10	Assembly St. (SC 48)	Whaley St. (City)	Beltline Blvd. (SC 16)	3.3	Construct sidewalk path from Whaley to Rosewood. Construct sidewalk adjacent to fairgrounds from Rosewood to George Rogers. Remainder to be constructed with Shop Road Widening.	\$1,920,257	\$2,315,019
Low	2, 4, 5	Broad River Rd. (US 176)	Harbison Blvd. (S-757)	Bush River Rd. (S-31)	5.1	Existing sidewalk from Piney Grove Rd. to Bush River Rd. Construct sidewalk from Harbison Blvd. to Piney Grove Rd.	\$2,408,361	\$2,986,582
Low	2	Broad River/LMB (US 176)	I-26	Harbison Blvd. (S-757)	1.24	Construction sidewalk.	\$2,499,420	\$2,466,907
Low	7, 8, 9	Clemson Rd. (S-52)	Longtown Rd (S-1051)	Two Notch Rd. (US 1)	4.46	Existing sidewalk from Longtown Rd. to Market Place Commons. Construct sidewalk from Market Place Commons to Old Clemson Rd.	\$465,696	\$2,383,452
Low	3, 7, 8, 9	Two Notch Rd. (US 1)	Alpine Rd. (S-63)	Spears Creek Church (S-53)	5.67	Sidewalk exists from Alpine to Lionsgate Dr. Construct sidewalk from Sesqui to Spears Creek Church.	\$2,703,507	\$7,187,113

Total Remaining	\$10,254,102	\$18,188,332
Funding Shortfall:	-\$7,934,230	

TOTAL	\$26,926,370	\$31,983,136
OUTSIDE FUNDING	\$4,330,102	\$4,330,102
GRAND TOTAL ALL	\$31,256,472	\$36,313,239
Total Funding Shortfall:	-\$5,056,766	

*Programmed = Spent or Committed

Richland County Council Request for Action

Subject:

Resolution in Support of Dreamers by Congress

Notes:

November 21, 2019 – The Development and Services Committee recommended Council approve the resolution. Council members were requested to forward any proposed language changes prior to the Council meeting, in order for them to be discussed at the meeting.



Agenda Briefing

To: Committee Chair Gwendolyn Kennedy and Members of the Committee
Prepared by: Ashiya A. Myers, Assistant to the County Administrator
Department: Administration
Date Prepared: November 07, 2019 **Meeting Date:** November 21, 2019

Legal Review	Elizabeth McLean via email	Date:	November 13, 2019
Budget Review	James Hayes via email	Date:	November 13, 2019
Finance Review	Stacey Hamm via email	Date:	November 14, 2019
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Development & Services		
Subject:	Resolution in Support of Dreamers by Congress		

Recommended Action:

This is a Council initiated request. Staff recommends consideration of the information provided.

Motion Requested:

1. Move to approve the proposed resolution; or,
2. Move to deny the proposed resolution.

Request for Council Reconsideration: Yes

Fiscal Impact:

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

Motion of Origin:

Resolution in Support of Dreamers by Congress (attachment 1)

Council Member	Jim Manning, District 8
Meeting	Regular Session
Date	November 05, 2019

Discussion:

At the Richland County Council Regular Session meeting held on November 05, 2019, Councilmember Jim Manning of District 8 proposed the attached “Resolution in Support of Dreamers by Congress.”

Councilmember Manning provided the following contextual information:

South Carolina by the Numbers

- *There are nearly 7,000 DACA recipients in South Carolina*
- *Dreamers are continuing to grow businesses here in our state:*
 - *SC has 18,300 immigrant entrepreneurs*
 - *66,000 employees at immigrant-owned firms*
 - *\$10.8 billion in total sales of immigrant-owned firms.*

Attachments:

1. Proposed Resolution
2. Fact Sheet: “The Dream Act, DACA, and Other Policies Designed to Protect Dreamers.” American Immigration Council, 3 Sept. 2019, www.americanimmigrationcouncil.org/research/dream-act-daca-and-other-policies-designed-protect-dreamers.

Whereas Deferred Action for Childhood Arrivals (DACA) program recipients have helped build our country's economy and contributed to the unique character of our nation;

Whereas Dreamers, both directly and indirectly, continue to grow businesses, innovate, strengthen our economy, and create American jobs in South Carolina;

Whereas Dreamers have provided the United States with unique social and cultural influence, fundamentally enriching the extraordinary character of our nation;

Whereas Dreamers, who have been living in legal limbo due to the uncertainty of the program protecting them, have been tireless leaders in their communities and economies, and amongst their families, friends, and loved ones.

And Whereas, despite these countless contributions, Dreamers' importance to South Carolinian society have been overlooked and their uncertainty and fear only drawn out by the lack of a permanent legislative solution protecting them.

Now, therefore, be it resolved by the [BLANK] assembled, that [DISTRICT/STATE] supports the passage of permanent protections for Dreamers by Congress.

The Dream Act, DACA, and Other Policies Designed to Protect Dreamers

With the attempted rescission of the Deferred Action for Children Arrivals (DACA) initiative in September of 2017, there has been renewed pressure on Congress to pass federal legislation known as the Dream Act to protect young immigrants who are vulnerable to deportation. This fact sheet provides an overview of the Dream Act¹ and other similar legislative proposals, explains changes made to DACA on March 13, 2019, and provides information about policies at the state level that support Dreamers.

History of the Dream Act

The first version of the Development, Relief, and Education for Alien Minors (DREAM) Act was introduced in 2001.² As a result, young undocumented immigrants have since been called “Dreamers.” Over the last 18 years, at least ten versions of the Dream Act have been introduced in Congress. While the various versions of the Dream Act have contained some key differences,³ they all would have provided a pathway to legal status for undocumented youth who came to this country as children. Some versions have garnered as many as 48 co-sponsors in the Senate and 152 in the House.⁴

Despite bipartisan support for each bill, none has become law.⁵ The bill came closest to full passage in 2010 when it passed the House of Representatives but fell just five votes short of the 60 necessary to proceed in the Senate.⁶

In July 2017, versions of the Dream Act were introduced in the Senate by Senators Lindsay Graham (R-SC) and Richard Durbin (D-IL) and in the House by Rep. Lucille Roybal-Allard (D-CA) and Rep. Ileana Ros-Lehtinen (R-FL).⁷ That year, members of the House of Representatives introduced several other legislative proposals to address undocumented youth, most of which were variants of the Dream Act.⁸ Although some of these bills drew significant support, none became law.

Current Federal Legislative Proposals

The most recent version of the Dream Act, H.R. 2820, was introduced in May 2019 in the House by Rep. Roybal-Allard.⁹ H.R. 2820 was passed by the House Judiciary Committee on May 22, 2019, and the bill was subsequently combined with H.R. 2821, the American Promise Act of 2019, to form H.R. 6, the American Dream and Promise Act of 2019.¹⁰ H.R. 6 would provide permanent legal status for Dreamers as well as beneficiaries of two humanitarian programs: Temporary Protected Status (TPS) and Deferred Enforced Departure (DED). H.R. 6 passed the House on June 4, 2019, by a vote of 237 to 187.

What Does the Dream Act do?

The American Dream and Promise Act of 2019 would provide current, former, and future¹¹ undocumented high-school graduates and GED recipients a three-step pathway to U.S. citizenship through college, work, or the armed services.

STEP 1: CONDITIONAL PERMANENT RESIDENCE

An individual is eligible to obtain conditional permanent resident (CPR) status for up to 10 years, which includes work authorization, if the person:¹²

- entered the United States under the age of 18;
- entered four years prior to enactment and has since been continuously present;
- has been admitted to an institution of higher education or technical education school, has graduated high school or obtained a GED, or is currently enrolled in secondary school or a program assisting students to obtain a high school diploma or GED;
- has not been convicted of any "crime involving moral turpitude" or controlled substance offense, any crime punishable by more than one year in prison, or three or more offenses under state or federal law. There is an exception for offenses which are essential to a person's immigration status;
- has not been convicted of a crime of domestic violence unless the individual can prove the crime was related to being the victim of domestic violence, sexual assault, stalking, child abuse, neglect in later life, human trafficking, battery, or extreme cruelty.

Under the terms of the bill, the Secretary of Homeland Security can issue waivers for humanitarian purposes, for family unity, or when the waiver is otherwise in the public interest. In addition, anyone who has DACA would be granted a swift path to CPR status.¹³

STEP 2: LAWFUL PERMANENT RESIDENCE

Anyone who maintains CPR status can obtain lawful permanent residence (LPR status or a "green card") by satisfying one of the following requirements:¹⁴

- Higher education: Has completed at least two years, in good standing, of higher education or of a program leading to a certificate/credential from an area career and technical education school;
- Military service: Has completed at least two years of military service with an honorable discharge, if discharged; or
- Work: Can demonstrate employment over a total period of three years and at least 75 percent of the time that the individual had employment authorization, with exceptions for those enrolled in higher education or technical school.

Individuals who cannot meet one of these requirements can apply for a “hardship waiver” if the applicant is a person with disabilities, a full-time caregiver of a minor child, or for whom removal would cause extreme hardship to a spouse, parent, or child who is a national or lawful permanent resident of the United States.

STEP 3: NATURALIZATION

After maintaining LPR status for five years, an individual can generally apply to become a U.S. citizen through the normal process.

According to the Migration Policy Institute, as many as 2.31 million individuals would qualify for conditional permanent resident status under the 2019 version of the Dream Act, putting them on a path to citizenship. The bill would also provide a path to citizenship for an estimated 429,000 people who are current or former beneficiaries of TPS or DED.¹⁵

Deferred Action for Childhood Arrivals

On June 15, 2012, then-Secretary of Homeland Security Janet Napolitano created Deferred Action for Childhood Arrivals (DACA). DACA is an exercise of prosecutorial discretion, providing temporary relief from deportation (deferred action) and work authorization to certain young undocumented immigrants brought to the United States as children.¹⁶ DACA has enabled almost 800,000 eligible young adults to work lawfully, attend school, and plan their lives without the constant threat of deportation, usually to an unfamiliar country.¹⁷ Unlike federal legislation, however, DACA does not provide permanent legal status to individuals and must be renewed every two years.

On September 5, 2017, Acting Secretary of Homeland Security Elaine Duke rescinded the 2012 DACA memorandum and announced a “wind down” of DACA.¹⁸ Effective immediately, no new applications for DACA would be accepted. DACA beneficiaries whose status was due to expire before March 5, 2018, were permitted to renew their status for an additional two years if they applied by October 5, 2017.¹⁹ Any person for whom DACA would have expired as of March 6, 2018, would no longer have deferred action or employment authorization.²⁰

On January 9, 2018, a federal judge in California blocked the Trump administration’s termination of DACA and continued to allow renewal requests.²¹ Similarly, on February 13, 2018, a federal judge in New York issued a preliminary injunction preventing the administration from abruptly ending the DACA program.²² As of August 2019, individuals with DACA or those who have had DACA in the past can continue to renew their benefits on a two-year basis. However, first-time applications are no longer being accepted.²³

State Policies that Protect Dreamers

States cannot legalize the status of undocumented immigrants, but they may address collateral issues that stem from being undocumented. Most notably, numerous states have enacted legislation that helps overcome barriers to higher education faced by many undocumented youth. Pursuant to some state laws and policies, undocumented students may be able to attend state universities and qualify for in-state tuition.

Colleges and universities each have their own policies about admitting undocumented students; some deny them admission, while others allow them to attend. Even when undocumented students are allowed to attend college, however, the tuition is often prohibitively expensive. If students cannot prove legal residency in a state, they must pay the much higher out-of-state or international-student tuition rates. Further, undocumented students do not qualify for federal student loans, work study, or other financial assistance. As a result, it is extremely difficult for undocumented students to afford to attend public universities.²⁴

To help undocumented students afford college, at least 19 states have passed laws that provide them with the opportunity to receive in-state tuition. California, Colorado, Connecticut, Florida, Illinois, Kansas, Maryland, Minnesota, Nebraska, New Jersey, New Mexico, New York, Oklahoma, Oregon, Rhode Island, Texas, Utah, Virginia, and Washington permit undocumented students who have attended and graduated from the state's primary and secondary schools to pay the same college tuition as other state residents.²⁵ The laws generally require undocumented students to attend a school in the state for a certain number of years and graduate from high school in the state.²⁶

Endnotes

1. Although the first “DREAM” act was known by its acronym in all capital letters, subsequent proposals have adopted the title “Dream.”
2. S. 1291, 107th Cong. (2001).
3. For example, prior versions of the Dream Act have varied in their treatment of potential beneficiaries who are abroad, the treatment of close family members of potential beneficiaries, and in the duration of the conditional status to be conferred.
4. S. 1545, 108th Cong. (2003); H.R. 1648, 108th Cong. (2003).
5. S. 1291, 107th Cong. (2001); S. 1545, 108th Cong. (2003); H.R. 1648, 108th Cong. (2003); S. 2075, 109th Cong. (2005); H.R. 5131, 109th Cong. (2005); S. 2205, 110th Cong. (2007); H.R. 1275, 110th Cong. (2007); H.R. 5241, 111th Cong. (2010); S. 729, 111th Cong. (2010); S. 3992, 111th Cong. (2010); H.R. 1842, 112th Cong. (2011); S. 952, 112th Cong. (2011); H.R. 1468, 115th Cong. (2017); H.R. 3591, 115th Cong. (2017). The comprehensive immigration reform bill S. 744, which passed the Senate in 2013 with bipartisan support from 68 Senators, included special legalization provisions for Dreamers.
6. H.R. 5241, 111th Cong. (2010); 12/18/2010 Cloture on the motion to agree to House amendment to Senate amendment not invoked in Senate by Yea-Nay Vote. 55 – 41.
7. S. 1615, 115th Cong. (2017); H.R. 3440, 115th Cong. (2017).
8. For example, Rep. Carlos Curbelo (R-FL) proposed the Recognizing America’s Children (RAC) Act, which contained a more restrictive path to legalization than the Dream Act bill currently pending in the Senate and House. H.R. 1468, 115th Cong. (2017). Rep. Luis Gutierrez (D-IL) introduced the American Hope Act, which had a more generous path to legalization than any of the Dream Act bills. H.R. 3591, 115th Cong. (2017). In addition, Rep. Mike Coffman (R-CO) introduced the Bar Removal of Individuals who Dream and Grow our Economy Act (BRIDGE Act), that would not create a permanent legal status for Dreamers, but instead would provide deferred action from deportation to Dreamers for only three years. H.R. 496, 115th Cong. (2017).
9. H.R. 2820, 116th Cong. (2019).
10. H.R. 6, 116th Cong. (2019).
11. *Ibid.* at Section 102(b)(1)(D).
12. *Ibid.* at Section 102(b)(1).
13. *Ibid.* at Section 102(b)(2).
14. *Ibid.* at Section 105(a).
15. Julia Gelatt, “More than a DREAM (Act), Less than a Promise” (Washington, DC: Migration Policy Institute, March 2019), <https://www.migrationpolicy.org/news/more-dream-act-less-promise>.
16. To be eligible, DACA applicants have had to meet the following requirements:
 - Arrived in the United States before turning 16, and were under the age of 31 on June 15, 2012;
 - Continuously resided in the United States from June 15, 2007, to the present;
 - Were physically present in the United States on June 15, 2012, as well as at the time of requesting deferred action;
 - Entered without inspection before June 15, 2012, or any previous lawful immigration status expired on or before June 15, 2012;
 - Are either in school, have graduated or obtained a certificate of completion from high school, have obtained a general education development (GED) certificate, or are honorably discharged veterans of the U.S. Coast Guard or the U.S. Armed Forces; and
 - Have not been convicted of a felony, significant misdemeanor, or three or more other misdemeanors occurring on different dates and arising out of different acts, omissions, or schemes of misconduct, and do not otherwise pose a threat to national security or public safety.

17. “Number of Form I-821D, Consideration of Deferred Action for Childhood Arrivals, by Fiscal Year, Quarter, Intake, Biometrics and Case Status Fiscal Year 2012-2017,” U.S. Citizenship and Immigration Services, last updated March 31, 2017, https://www.uscis.gov/sites/default/files/USCIS/Resources/Reports%20and%20Studies/Immigration%20Forms%20Data/All%20Form%20Types/DACA/daca_performancedata_fy2017_qtr2.pdf.
18. Memorandum from Elaine Duke, Acting Sec., Department of Homeland Security, to James McCament, Acting Director, U.S. Citizenship and Immigration Services, Thomas Homan, Acting Director, U.S. Immigration and Customs Enforcement, Kevin McAleenan, Acting Commissioner, U.S. Customs and Border Protection, Joseph Maher, Acting General Counsel, Ambassador James Nealon, Assistant Secretary International Engagement, Subj: Memorandum on Recession of Deferred Action for Childhood Arrivals (DACA) (September 5, 2017) <https://www.dhs.gov/news/2017/09/05/memorandum-rescission-daca>.
19. Ibid.
20. Ibid.
21. See *Regents of U. of California v. U.S. Dept. of Homeland Sec.*, 279 F. Supp. 3d 1011, 1020 (N.D. Cal. 2018), *aff’d sub nom. Regents of the U. of California v. U.S. Dept. of Homeland Sec.*, 908 F.3d 476 (9th Cir. 2018); Michael D. Shear, “Trump Must Keep DACA Protections for Now,” *New York Times*, January 9, 2018, <https://www.nytimes.com/2018/01/09/us/trump-daca-improper.html>.
22. *Batalla Vidal v. Nielsen*, 279 F. Supp. 3d 401, 407 (E.D.N.Y. 2018).
23. Deferred Action for Childhood Arrivals: Response to January 2018 Preliminary Injunction,” U.S. Citizenship and Immigration Services, last updated February 22, 2018, <https://www.uscis.gov/humanitarian/deferred-action-childhood-arrivals-response-january-2018-preliminary-injunction>.
24. Roberto G. Gonzales, *Wasted Talent and Broken Dreams: The Lost Potential of Undocumented Students* (Washington, DC: Immigration Policy Center, American Immigration Law Foundation, October 2007), p. 2, <https://www.americanimmigrationcouncil.org/research/wasted-talent-and-broken-dreams-lost-potential-undocumented-students>.
25. “Undocumented Student Tuition: Overview,” National Conference of State Legislatures, last updated October 29, 2015, <http://www.ncsl.org/research/education/undocumented-student-tuition-overview.aspx>; “US States that Offer In-State Tuition Rates to Undocumented Students (and What to Do if Your State Isn’t One of Them),” University of the People, <https://www.uopeople.edu/blog/us-states-that-offer-in-state-tuition-rates-to-undocumented-students-and-what-to-do-if-your-state-isnt-one-of-them/>.
26. Ibid.

A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$175,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2020, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended, a successful referendum (the "Referendum") was held in Richland County, South Carolina (the "County"), on November 6, 2012, imposing a special sales and use tax (the "Penny Tax") in the amount of one percent (1%) in the County for not more than twenty-two (22) years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first and authorizing the issuance and sale of not exceeding \$450,000,000 of general obligation bonds, payable from the Penny Tax; and

WHEREAS, pursuant to Ordinance No. 057-17HR duly enacted by County Council on December 12, 2017 (the "Bond Ordinance"), County Council authorized the issuance and sale of \$250,000,000 General Obligation Bonds or Bond Anticipation Notes, with an Appropriate Series Designation; and

WHEREAS, pursuant to the Bond Ordinance and a Resolution approved by the County Council on December 11, 2018, on February 27, 2019, the County issued its \$175,000,000 General Obligation Bond Anticipation Notes, Series 2019 (the "2019 BANS"), which mature on February 27, 2020; and

WHEREAS, the Bond Ordinance provides that County Council may authorize the issuance of a new series of bond anticipation notes through the adoption of a Resolution incorporating the terms of the Bond Ordinance.

NOW, THEREFORE, 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 RESOLVED BY RICHLAND COUNTY COUNCIL:

Section 1. Authorization of Notes. Pending the issuance and sale of the general obligation bonds authorized in the Bond Ordinance and pursuant to the terms of the Bond Ordinance, there is hereby authorized to be issued not to exceed \$175,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, to be designated "(amount issued) General Obligation Bond Anticipation Notes, Series 2020, of Richland County, South Carolina" (the "Notes").

Section 2. Use of Proceeds of Notes. The proceeds of the Notes, after the payment of the costs of issuance of the Notes, together with Available Revenues (as defined in the Bond Ordinance) if necessary shall be used to pay principal and interest on the 2019 BANS on their maturity date.

Section 3. Directions Related to the Issuance of the Notes. County Council hereby directs the County Administrator or his lawfully authorized designee with respect to the Notes: (a) to determine the par amount of the Notes; (b) to determine the date, time and method of sale of the Notes; (c) to determine the maturity date and redemption provisions of the Notes; (d) to determine the Registrar/Paying Agent for

the Notes; (e) to receive bids on behalf of County Council; (f) to award the sale of the Notes to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Notes; and (g) to determine such other details of the Notes as may be deemed advisable. The sale of the Notes shall take place on or about February 11, 2020, and the closing shall be no later than February 27, 2020.

After the sale of the Notes, the County Administrator or his lawfully authorized designee shall submit a written report to County Council setting forth the results of the sale of the Notes.

Section 4. Security for the Notes. For the payment of principal of and interest on the Notes as they respectfully mature, there is hereby pledged the proceeds of the Bonds (as defined in the Bond Ordinance), Available Revenues and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefor.

Section 5. Incorporation of Terms of Bond Ordinance. All remaining relevant terms and provisions of the Bond Ordinance are incorporated herein by reference including the Exhibits thereto.

[Signatures follow]

Enacted this _____ day of December, 2019.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF DECEMBER, 2019

Kimberly Williams-Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion



REQUEST OF ACTION

Subject: FY20 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$25,000** for District 7.

B. Background / Discussion

For the 2019 - 2020 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY20, Special Called Meeting – June 10, 2019: Establish Hospitality Tax discretionary accounts for each district in FY20. Move that all unspent H-Tax funding for FY18-19 be carried over and added to any additional funding for FY19-20.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2020 Allocations	\$140,000
FY2019 Remaining	\$122,700
SC Gospel Quartet	\$ 25,000
Total	\$ 25,000
Remaining Balance	\$122,550

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019

D. Alternatives

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

E. Final Recommendation

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