

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, FEBRUARY 11, 2020

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2020



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022



Richland County Council

Special Called Meeting
February 11, 2020 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Calvin Jackson

3. **PLEDGE OF ALLEGIANCE**

The Honorable Calvin Jackson

4. **PRESENTATION**

a. Introduction of Irmo Town Council

Mayor Barry Walker, Sr.

5. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Special Called Meeting: December 17, 2019 [PAGES 8-17]

b. Zoning Public Hearing: December 17, 2019 [PAGES 18-20]

c. Special Called Meeting: January 7, 2020 [PAGES 21-23]

6. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

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

Larry Smith,
County Attorney

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

b. Project Grayfield Update

8. **CITIZENS' INPUT**

The Honorable Paul Livingston

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

9. CITIZENS' INPUT

The Honorable Paul Livingston

- a. Must Pertain to Richland County Matters Not on the Agenda
(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. RCSD High Intensity Drug Trafficking Area Initiative (HIDTA)
Attorney Pay Increase [PAGES 24-29]
- b. Framework/Criteria to Review Requests

11. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

12. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Council Retreat Update

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

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

14. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 19-042MA
Lenny Williams
OI to RS-MD (.4 Acres)
1221 Inland Drive
TMS # R06015-01-15 [SECOND READING] [PAGES 30-31]
- b. 19-043MA
Odell Flemming
RU to LI (2 Acres)
13081 Garners Ferry Road
TMS # R39400-02-02 [SECOND READING] [PAGES 32-33]

15. THIRD READING ITEMS

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Huger Hospitality, LLC (formerly known under a code name as Project Kline); and other related matters [PAGES 34-56]

16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Calvin "Chip" 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 an infrastructure credit agreement to provide for infrastructure credits to Project Marion; and other related matters [PAGES 57-78]

17. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Chakisse Newton

- a. NOTIFICATION OF APPOINTMENTS
 - 1. Community Relations Council - Two (2) Vacancies
 - a. Mary Catharine "Kate" Williams [PAGE 79-82]
 - b. Kira Person [PAGES 83-84]
 - c. Shannon Morris Ruth [PAGES 85-86]
 - d. Georgia Coleman [PAGES 87-88]
 - e. Joseph Bernard [PAGES 89-90]

18. OTHER ITEMS

The Honorable Paul Livingston

- a. A Resolution to appoint and commission Kiawanna Tucker as Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ACTION] [PAGE 91]
- b. A Resolution to appoint and commission Fabian Josue Rodriguez-Pujols as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ACTION] [PAGE 92]

- c. A Resolution to appoint and commission Jamal Rashawn Clavon as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ACTION] [PAGE 93]
- d. Change Order – Millbrook Rd – CDBG-DR [ACTION] [PAGE 94-110]

19. EXECUTIVE SESSION

Larry Smith,
County Attorney

20. MOTION PERIOD

21. ADJOURNMENT



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



Richland County Council

SPECIAL CALLED MEETING

December 17, 2019 – Immediately Following Zoning Public Hearing
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Kim Williams-Roberts, John Thompson, Ashiya Myers, Ashley Powell, Angela Weathersby, Geo Price, Allison Steele, Brad Farrar, James Hayes, Stacey Hamm, Judy Carter, Jeff Ruble, Tariq Hussain, Chris Eversmann, Beverly Harris, Clayton Voignier, Leonardo Brown, Larry Smith, Sandra Haynes, Denise Teasdell and Dwight Hanna

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:20 PM.
2. **APPROVAL OF THE MINUTES**
 - a. **Special Called Meeting: December 10, 2019** – Ms. McBride moved, seconded by Mr. Manning, to approve the minutes as distributed.

Mr. Malinowski stated, at the end of the meeting on December 10th, the meeting had adjourned and the Administrator indicated there was an item that needed to be reconsidered. Therefore, we reconvened the meeting and reconsidered Item 17(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”, but it is not reflected in the minutes. He understands the reason it is not reflected is that all of the recording equipment had been turned off; therefore, there is not an audio/video record of the vote(s). He requested the action(s) be added to the minutes prior to the minutes being posted online.

Ms. Myers responded that Mr. Malinowski was correct and that she simply took a voice vote on reconvening the meeting, reconsideration of the item, and adjournment of the meeting.

Ms. Terracio inquired if the votes were unanimous.

Mr. Malinowski responded the votes were not unanimous.

Ms. McBride moved, seconded by Mr. Manning, to approve the minutes as amended.

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

Opposed: Malinowski and Manning

The vote was in favor.

3. **ADOPTION OF THE AGENDA** – Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Mr. Malinowski stated we have transferred the entire D&S and A&F agendas to the Special Called Meeting agenda for action. Normally, we have a week, at least, to be able to review what took place at the committee meeting(s). Some people are not even on one or the other committee, and may not have been at the meeting to hear the discussion, and get pertinent information to cast a vote. It seems to him, if these are not time sensitive matters, he does not know why we are rushing to put them on the Council agenda.

Mr. Brown stated during the A&F Committee meeting there were two (2) items that were added to the “Items for Action”; therefore, they need to be added to the Council agenda for action, as well. Those items are as follows:

- a. Approval of Award for Engineering Services – Kneece Road Sidewalk Design
- b. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design

Mr. Manning stated, for clarification, these items were published as items not for action. Then, they were moved to action, in the committee, and now they are being added to the Council agenda. He stated he wanted to echo Mr. Malinowski’s concerns about the other items. He feels like if an item was published for action, and he was not on the committee, but he had an interest in knowing what was going on, particularly when the agenda that was published for tonight’s meeting did not have it. For the record, when he reads the agenda, he can tell whether the item is for action or not.

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

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

Opposed: Malinowski and Manning

The vote was in favor.

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

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

5. **REPORT OF THE COUNTY ADMINISTRATOR** – No report was given.

6. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

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

8. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. Approval to Develop and Advertise CTC Funded Projects – Ms. Terracio stated the committee recommended to direct County staff to proceed with project development, staff design and advertisement for construction of the repair and resurfacing projects of the roads/intersections named herein using the “C” Funds previously approved by the CTC.

Special Called Meeting
December 17, 2019

Mr. Malinowski noted on p. 29 of the agenda Riverwalk Subdivision is listed as District 1, when it is actually in District 2.

Mr. Manning stated that Mr. Malinowski had brought this to the committee's attention, prior to them taking action on the item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. County Sidewalk Program – This item was held in committee.
- c. I move that Richland County undertake a study regarding the existence/prevalence of PFAS groundwater and soil throughout the County. If desired, the County should coordinate with all municipalities within its boundaries to derive a comprehensive study on these harmful chemicals, and if necessary or warranted, a plan for corporate remediation [MYERS] – This item was held in committee.

9. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Memorandum of Understanding – COMET – Mapping Services – Ms. Dickerson stated the committee recommended to approve the MOU, to correct the name of the entity from COMET to CMRTA/COMET, and include the CMRTA/COMET address on the last page of the MOU.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Approval of Award of Community Housing Development Organization (CHDO) funding – Ms. Dickerson stated the committee recommended to approve the award HOME funds in the amount of \$528,144.00 to Community Assistance Provider for the construction of a four unit townhouse in the New Castle/Trenholm Acres master plan area.

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

Opposed: Malinowski

Present but Not Voting: Manning

The vote was in favor.

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

In Favor: Malinowski

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

Present but Not Voting: Manning

The motion for reconsideration failed.

- c. Approval of Award of Southeast Sewer and Water Project – Division 1 & Division 2 – Ms. Dickerson stated the committee recommended to approve the awarding of construction of Division I and II of the SE Sewer and Water Project to Tom Brigman Contractors, contingent on the appropriation of bond funds.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

- d. Approval to Purchase Mobile Data Routers for Fire Vehicles – Ms. Dickerson stated the committee recommended to approve the purchase of Sierra Routers including support equipment, installation and system start-up support in the amount of \$152,626.80 from Simple Com Technologies.

Mr. Malinowski noted in the committee meeting that one of the requirements for sole source procurement states that it must be justified with information on the efforts undertaken to locate alternative suppliers. That was not presented to us; therefore, he is recommending in the future that information is included.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

- e. Broad River WWTF Sequential Batch Reactor (SBR) Upgrade – Diffusers replacement – Ms. Dickerson stated the committee recommended to approve awarding replacement of diffusers in the sequential batch reactor (SBR) to Republic Contracting Corporation.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Malinowski, to reconsider this item.

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

Present but Not Voting: Newton and Manning

- f. Intergovernmental Agreement – Municipal Judge – Town of Blythewood – Ms. Dickerson stated the committee recommended to accept the Chief Magistrate’s recommendation to enter into an IGA with the Town of Blythewood for the municipal judge.

Mr. Livingston noted there was discussion at the committee meeting about additional language being included in the IGA.

Mr. Smith stated the recommendation was to change the language to ensure that any additional compensation due to the municipal judge that the FICA and all other benefits are paid by the municipality, and not the County.

Mr. Malinowski stated, for the record there are scrivener’s errors, and he will provide the corrections to the Clerk’s Office.

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

Present but Not Voting: Jackson and Manning

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Malinowski, to reconsider this item.

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

Present but not Voting: Manning

The motion for reconsideration failed.

- g. Approval of Award for Engineering Services – Kneece Road Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the Kneece Road Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

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

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- h. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the and Longreen Parkway Sidewalk Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

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

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

10. **OTHER ITEMS**

- a. Polo Rd. Sidewalk Project – Ms. Steele stated originally Polo Road and Harrison Sidewalk Projects were bid together. The prices that came in were well above the cost estimates; therefore, they were rebid separately. The bids were lower, but they are still over the cost estimate, and the referendum amount. Staff has provided three options: (1) Award the contracts to the lowest bidder; (2) Rebid the projects to attempt to get lower prices; or (3) Attempt to descope the projects.

Ms. Myers inquired if staff has a preferred way forward, which makes the most sense for the project to be completed efficiently, quickly and honors the request from Council.

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Mr. Brown stated these projects were within the communication Council received about 50 of 56 sidewalks. Since there was a separate discussion to ensure that we were approving projects within a certain amount, questions came up regarding these projects. The communication from Council was to approve these projects, but we wanted to make sure, in approving these projects, it was consistent with Council's understanding of moving forward with 50 of the 56 sidewalks.

Ms. Myers inquired if it was relevant that they are, or are not, within the referendum.

Mr. Brown stated it is a communication to make sure that we are clear. There were a lot of questions that came up, and we wanted to ensure that these are the 50 of 56 you previously wanted to approve.

Ms. Myers inquired if this was a duplicative vote.

Mr. Brown responded it is not a duplicative vote. It is a clarity vote to make sure that staff is clear because there were questions that came up about projects that are under the referendum, and projects that are not. These two (2), by themselves, may not meet the guidelines to be under the referendum. However, when you took a vote to say 50 of the 56, these were included. Staff wants to make sure they do not get a follow-up conversation as to how these projects got approve, when they did not individually fall under the referendum amount.

Ms. Myers stated, for clarification, these two (2) will be over the referendum, but will they be over the referendum amount for the category.

Mr. Brown stated the category will still be under the referendum.

Ms. Myers stated, for clarification, in total we will be under the referendum amount. These two (2) were scoped over the referendum amount, but because we have taken five (5) off the list we have the funding to do these.

Mr. Brown responded in the affirmative.

Mr. Malinowski inquired about the other six (6) sidewalk projects, and why we are not moving forward with them.

Mr. Brown stated Council approved, prior to tonight, to do 50 of 56 sidewalk projects. To which, at that time, it was communicated you could do these 50 and be under the category's referendum amount. During the course of these conversations, some questions came up related to specific projects, and whether or not they were approved individually, and were individually over the referendum amount. Because staff is trying to make sure they are doing a better job of carrying out what Council's directive are, they wanted to clarify, and make sure you were aware, that individually, these specific projects may be over the referendum amount, by themselves, but in total it is consistent with what you have already approved.

Mr. Malinowski stated he understood that, but he would like to know what happened to the other six (6) projects.

Mr. Brown stated nothing happened to the projects.

Mr. Malinowski stated, for clarification, there are six (6) other projects that could be funded, if funding were available.

Mr. Brown responded in the affirmative.

Mr. Malinowski inquired as to what happens if there is an excess amount of funding, or the funding is not totally used within a particular category.

Mr. Brown stated you would have the opportunity, within that category, to address additional projects that were not addressed. The funds will remain in the specific category until Council decides how the funds will be expended.

Mr. Jackson requested Dr. Thompson to make sure the public, and Council, are fully aware of what happened with the other six (6) projects.

Dr. Thompson stated we have enough money to do 50 of the 56 sidewalk projects. Should we have additional funding, then we will be able to work on the remaining six (6) projects. He stated staff will provide Council a list of the remaining six (6) projects, as well as the projected amount to complete those projects.

Ms. McBride stated these projects have been voted on several times. They have been vetted through the Transportation Ad Hoc Committee, and Council has previously voted on it.

In Favor: Jackson, Myers, Manning, Dickerson, Livingston and McBride

Opposed: Terracio, Malinowski and Newton

The vote was in favor.

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

In Favor: Terracio, Malinowski, Newton and Myers

Opposed: Jackson, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- b. Harrison Rd. Sidewalk Project – This item was approved in the previous item.
- c. Approval of Grants for Blythewood Industrial Park – Mr. Ruble stated we are eligible to receive \$2.37M in grants to kick start the Blythewood Industrial Park. The approvals were not received prior to the last Council meeting, and Council has to vote to receive the grant before a budget can be set up. Once the budget is set up, then they can begin the procurement process to hire an Engineer to design the site. After the Engineer designs the site, they have to go through a 2nd procurement process to hire the contractor to do the work. All of this has to be accomplished in a 18-month period, which puts a tight time constraint on getting this accomplished.

Ms. Dickerson moved, seconded by Mr. Jackson, to approve this item.

Mr. Malinowski inquired if the proper zoning has been received for this property.

Mr. Ruble responded in the affirmative.

Mr. Malinowski requested Mr. Ruble to explain what is meant by “The SC DOC and SC PowerTeam grants are reimbursable.”

Mr. Ruble stated they do the work and submit documentation the money was spent, and we are reimbursed those funds.

POINT OF PERSONAL PRIVILEGE – Mr. Jackson stated, as Chair of the Economic Development Committee, this is a tremendous opportunity for the County, in terms of the funding we are going to receive to move the Blythewood Industrial Park forward. One of the main issues in insuring that it is occupied quickly is to have this infrastructure work done. In identifying funds, from other partners, to make that happen, sooner than later, is why this is such a big deal.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

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

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

Opposed: Malinowski, Jackson and Manning

Present but Not Voting: Terracio

The vote was in favor.

Council went into Executive Session at approximately 7:57 PM and came out at approximately 8:25 PM

Ms. Terracio moved, seconded by Ms. Newton, to come out of Executive Session.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- a. Richland County vs. SC Dept. of Revenue – No action was taken.

19. **MOTION PERIOD** –

- a. In my continued decade long battle for accountability, transparency, efficiency and effectiveness., I move that all County Council standing committees, ad hoc committees and one time/short term committee meetings be held in Council Chambers, as is the Transportation Ad Hoc Committee, with votes recorded in like fashion [MANNING] – This item was referred to the Rules and Appointments Committee.
- b. Consider moving the Horizon meeting to Tuesday and have delivery of finished agendas to Council members by Thursday close of business [MALINOWSKI, McBRIDE, MYERS, NEWTON and TERRACIO]
– Staff was directed to bring back a recommendation at the next Council meeting.
- c. Resolution Honoring Dutch Fork High School Football team on winning their 4th straight championship [MALINOWSKI] – Mr. Malinowski moved, seconded by Ms. Newton, to adopt the resolution honoring Dutch Fork High School Football team on winning their 4th straight championship.

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

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Malinowski thanked Ms. Roberts for the holiday decorations in Chambers.

20. **ADJOURNMENT** – The meeting adjourned at approximately 8:29 PM



Richland County Council

ZONING PUBLIC HEARING
December 17, 2019 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice Chair; Joyce Dickerson, Calvin Jackson, Bill Malinowski, Chakisse Newton, Allison Terracio and Yvonne McBride,

OTHERS PRESENT: Michelle Onley, Geo Price, Tommy DeLage, Kimberly Williams-Roberts, Clayton Voignier, Larry Smith, Leonardo Brown, Angela Weathersby, Ashiya Myers, Ashley Powell, Sandra Haynes, Tariq Hussain, Allison Steele, Chris Eversmann, Stacey Hamm, Dale Welch, John Thompson and Brian Crooks

- II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.
- III. **ADDITIONS/DELETIONS TO THE AGENDA** – Mr. Price stated there were no deletions or additions to the agenda.
- IV. **ADOPTION OF THE AGENDA** – Mr. Malinowski moved, seconded by Ms. Myers, to adopt the agenda as published.

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

The vote in favor was unanimous.

V. **MAP AMENDMENTS (No Public Hearing)**

1. 19-042MA
Lenny Williams
OI to RS-MD (.4 Acres)
1221 Inland Drive
TMS # R06015-01-16 [FIRST READING]

Ms. Dickerson moved, seconded by Mr. Malinowski, to approve this item.

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

The vote in favor was unanimous.

VI. **MAP AMENDMENTS (Public Hearing)**

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

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Myers stated that she respects and appreciates the work that staff has done on this. She noted this is a shop that has been in this space for more than 35 years. The owner of the shop, closed the shop when he had a death in the family for a year, which technically caused him to lose his grandfather status. He is moving to reopen the shop.

Ms. Myers moved, seconded by Mr. Malinowski, to approve this item.

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

The vote in favor was unanimous.

3. 19-045MA
Karim Johnson
RU to GC (4.07 Acres)
9930 Wilson Boulevard
TMS # R14800-04-37 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Karim Johnson spoke in favor of this item.

Ms. Dawn Walker spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Ms. Dickerson, to deny the re-zoning request.

Ms. Myers made a substitute motion, seconded by Ms. Dickerson, to defer this item until the next Zoning Public Hearing.

In Favor: Myers, Dickerson and McBride

Opposed: Terracio, Malinowski, Jackson, Newton and McBride

The substitute motion failed.

Ms. Myers inquired if this item is properly before Council since Mr. Johnson is not the property owner.

Mr. Price stated their records indicate that Mr. Johnson received authorization from the property owner to seek the re-zoning.

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

Opposed: Myers

The vote was in favor.

VII. **OTHER BUSINESS** – No other business.

VIII. **ADJOURNMENT** – The meeting adjourned at approximately 7:13 PM.



Richland County Council

SPECIAL CALLED MEETING
January 7, 2020 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Dale Welch, Kim Williams-Roberts, Beverly Harris, John Thompson, Ashiya Myers, Larry Smith, Jennifer Wladischkin, Geo Price, Erica Wade, Michael Niermeier, Ashley Powell, James Hayes, Clayton Voignier, Tariq, Hussain, Allison Steele, Sandra Haynes, Christine Keefer, Michael Byrd, Angela Weathersby, Ronaldo Myers, Leonardo Brown, Quinton Epps, Judy Carter, Chris Eversmann and Dante Roberts

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **ADOPTION OF THE AGENDA** – Ms. Newton moved, seconded by Ms. Terracio, to adopt the agenda as published.

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

Opposed: Manning

The vote was in favor.

3. **ELECTION OF CHAIR** – Mr. Manning moved, seconded by Mr. Malinowski, to nominate Mr. Livingston for the position of Chair.

Ms. Dickerson stated she is not going to vote, and the reason she is not voting is that she received a letter stating the nominee was interested in running, but no one called her and asked for her vote or support.

In Favor: Malinowski, Jackson, Kennedy, Manning, Livingston and McBride

Opposed: Terracio, Myers, Newton and Walker

Present but Not Voting: Dickerson

The vote was in favor.

Mr. Livingston thanked his colleagues for their vote of confidence. He will continue, as he has done in the past, to serve this County in a dignified and respectful way.

Mr. Jackson stated the vote taken tonight reflects the concerns of the Council, and because we have to have a Chair, he supported the nominee. However, he thinks the Chair is fully aware of the issues confronting him, and this Council. He hopes that more will be done to address those issues directly, and specifically, beyond just working with the body, as a body of individuals, and to try diligently to resolve some of the issues, which

have made this Council dysfunctional, in the past year. Some of it has been inflicted from the outside. Unfortunately, some of it has been self-inflicted. As a result of the concerns raised recently, he admonished the Chair to pay careful attention to those concerns, and address them in an expeditious manner.

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

In Favor: Jackson and Walker

Opposed: Terracio, Malinowski, Newton, Myers, Kennedy, Manning, Livingston and McBride

Present but Not Voting: Dickerson

The motion for reconsideration failed.

4. **ELECTION OF VICE CHAIR** – Ms. Terracio moved, seconded by Ms. Newton, to nominate Ms. Myers for the position of Vice-Chair.

Ms. Dickerson stated she will be supporting the Vice-Chair because she asked for her support, if she was nominated.

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

Opposed: Malinowski, Manning and Livingston

Present but Not Voting: Kennedy

The vote was in favor.

Ms. Myers thanked her colleagues. She stated she plans to work very hard to support Council. She echoed Mr. Jackson's sentiments to move forward to help resolve those issues quickly in the Council and County's best interest.

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

In Favor: Malinowski

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

Present but Not Voting: Kennedy and Manning

The motion for reconsideration failed.

6. **SELECTION OF SEATS:**

1. Malinowski
2. Terracio
3. Newton
4. McBride
5. Myers
6. Livingston
7. Kennedy

Special Called Meeting

January 7, 2020

2

8. Jackson
9. Walker
10. Manning
11. Dickerson

Ms. Dickerson stated, with all due respect, it is her intention to do her best to serve the Chair, and work with him to the best of her ability. She stated she did not vote for Mr. Livingston because he did not ask her.

7. **ADJOURNMENT** – The meeting adjourned at approximately 6:15 PM

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Council Chair Paul Livingston and Members of County Council
Prepared by: Deputy Chief Chris Cowan
Department: Richland County Sheriff’s Department
Date Prepared: December 15, 2019 **Meeting Date:** February 11, 2020

Legal Review	Elizabeth McLean via email	Date:	January 16, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 17, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Subject:	RCSD High Intensity Drug Trafficking Area Initiative (HIDTA) Attorney Pay Increase		

Recommended Action:

There is no action required as this is for information only.

Motion Requested:

N/A

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact to the County. The increase of the temporary HIDTA attorney’s salary is being offset by the City of Columbia. The salary increase will be retroactively applied to his start date of November 18, 2019.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

In November 2019, County Council accepted temporary funding from the Drug Enforcement Administration (DEA) for one (1) High Intensity Drug Trafficking Area Initiative (HIDTA) Attorney to be assigned to the Sheriff’s Department. The HIDTA attorney is currently working narcotics and narcotics criminal investigations and prosecutions for the High Intensity Drug Trafficking Area Initiative. The terms of the agreement are November 2019 to November 2020.

The City of Columbia is now providing additional funding (\$10,000) to supplement the attorney’s salary and to cover FICA and retirement (supporting documentation attached). The additional funding will not extend the grant in time nor in any expense to the County. In an effort to inform the Council of changes to a previously approved item, the attached documentation is provided to explain the terms of the HIDTA grant and to show the commitment by the City of Columbia to pay for and add to the attorney’s salary.

The Office of Budget and Grants Management has advised the Sheriff’s Department that an increase to the attorney’s salary, though offset by the City of Columbia, must be brought to the attention of the Council. Included below is the itemization provided by the Finance Department of how the \$10,000 increase would be applied to salary, FICA, and retirement.

Salary	\$8,116.22
FICA	\$620.89
SCRS	\$1,262.89
Total	\$10,000.00

The adjustment will be added to the second paycheck of each month.

Attachments:

1. Excerpt from November 5, 2019 Regular Session Council Minutes
2. Correspondence from the City of Columbia Chief of Police – dated December 16, 2019
3. Correspondence from the Richland County Sheriff – dated October 14, 2019
4. Email confirmation of available funding – dated October 10, 2019

- d. Letter from Sheriff Lott re: Special Assistant United States Attorney – Chief Cowan stated this is a temporary position, fully funded by the Federal government, to bring an additional attorney into the Sheriff’s Department that will be cross designated as a United States District Attorney. They will assist the Sheriff’s Department with prosecuting Federal cases, as well as local cases. The idea is to focus on the drug interdiction program, as a partnership between the Sheriff’s Department and other law enforcement agencies, and the DEA.

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

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

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

Present but Not Voting: Terracio and Manning

The motion for reconsideration failed.

- e. Richland School District II School Resource Officers – Chief Cowan stated this is a partnership between the Department of Education and the school districts within the State. The school districts in the State applied for funding to the Department of Education to hire School Resource Officers. Richland School District II was awarded four (4) positions. The Department of Education is fully funding those four (4) positions for salary and fringe. The Sheriff’s Department signed a Memorandum of Agreement with the school district requiring them to cover any additional expense, which would include their uniforms, vehicle, body cameras, etc. There is no expense to the County. The Sheriff’s Department has been working with Administration and the Budget Office to ensure that this MOA is in-line.

Mr. Jackson moved, seconded by Mr. Walker, to approve this request.

Mr. Malinowski inquired if this is for one year, or is this ongoing.

Chief Cowan stated, based on the documents they have been provided, these are recurring dollars, but when the Sheriff’s Department handles MOAs with the district, they are handled year to year.

Ms. Dickerson stated, for clarification, Richland County will not be responsible for any additional dollars, and it is fully funded by the Department of Education and the school district.

Ms. McBride stated she commends the schools, the Department of Education and the school district. She stated if the State legislators would take it seriously that the problems that we are having in our school system are beyond legal issues, and School Resource Officers. She noted we need more counselors, and she hopes the legislators will take heed and provide more counseling and other social services that are needed to help the students be educated.

COLUMBIA POLICE DEPARTMENT



Office of the Chief

December 16, 2019

Deputy Chief Chris Cowan
Richland County Sheriff's Department
5623 Two Notch Road
Columbia, SC 29223

Dear Deputy Chief Cowan:

This letter will serve as confirmation of the intent of the Columbia Police Department to contribute \$10,000.00 for work done by ACHIDTA Attorney Trey Harrell for the City of Columbia.

The payments will be disbursed in two equal installments.

Yours truly,



W. H. "Skip" Holbrook
Chief of Police

WHH/pwb





LEON LOTT
Sheriff

Richland County Sheriff's Department

Attorney Grant

October 14, 2019

The Honorable Council Chair Paul Livingston
2020 Hampton Street
Columbia, SC 29201

Dear Council Chair Livingston:

Paul

The United States Attorney's Office for the District of South Carolina has been awarded federal funding to provide the Richland County Sheriff's Department with a Special Assistant United States Attorney. The funding will be for one (1) year and I am asking for your assistance in creating a position, contingent on the funding, by the US Attorney's Office. Both the US Attorney's Office and my Department agree that the position will no longer exist when the funding is no longer provided. The US Attorney's Office and Atlanta-Carolinas High Intensity Drug Trafficking Area Investigations understands that there will be no expense to Richland County and will be covering the salary and personnel services for the position in full. There will be no operating expenses to Richland County for this temporary position.

The attorney will be employed by the Richland County Sheriff's Department and will be cross-designated as a Special Assistant United States Attorney. The attorney filling the position will be assigned a variety of narcotics and narcotics related criminal investigations and prosecutions under the High Intensity Drug Trafficking Area (HIDTA) initiative.

The High Intensity Drug Trafficking Areas (HIDTA) program, created by Congress with the Anti-Drug Abuse Act of 1988, provides assistance to Federal, State, local, and tribal law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the United States.

The purpose of the program is to reduce drug trafficking and production in the United States by:

- Facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities;
- Enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies;
- Providing reliable law enforcement intelligence to law enforcement agencies to facilitate the design of effective enforcement strategies and operations; and
- Supporting coordinated law enforcement strategies that make the most of available resources to reduce the supply of illegal drugs in designated areas of the United States and in the nation as a whole.

Cowan, Chris

From: Cowan, Chris
Sent: Thursday, October 10, 2019 4:31 PM
To: Cowan, Chris
Subject: HIDTA Position

From: "Salter, Daniel" <dsalter@achidta.org>
Date: October 10, 2019 at 2:56:59 PM EDT
To: "Lott, Leon" <LLOTT@RCSD.NET>
Cc: "Salter, Daniel" <dsalter@achidta.org>
Subject: RE: RE:

Sheriff Lott,

Please accept this e-mail as confirmation for available funding for the Special Assistant United States Attorney (SAUSA) for the District of South Carolina responsible for Atlanta-Carolinas High Intensity Drug Trafficking Area Investigations (AC-HIDTA.) Funding is an awarded federal grant, approved by Congress, administered by the Office of National Drug Control Policy (ONDCP) with an reimbursable agreement between Richland County and the AC-HIDTA.

Contingency: Both parties understand that this Agreement will not be renewed or be effective beyond the first twelve (12) months unless the Atlanta-Carolinas HIDTA receives funding for the fiscal year in which the renewal or extended term falls. The AC-HIDTA has received funding for the SAUSA through December 31, 2020.

The AC-HIDTA authorizes a reimbursable payment to Richland County for the SAUSA annual salary of \$88,000 total. No expenses in excess of \$88,000 will be reimbursed by the AC-HIDTA for this position. Payments will be made in equal installments, consistent with the accounts payable practices of Richland County.

When we go live, our Financial Manager can get with your folks and walk them through our reimbursable procedures...it is simply an invoice.

Hope this is what you needed. Talk to you soon.

Dan R. Salter
Executive Director
AC-HIDTA

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: December 17, 2019
Second Reading:
Third Reading:
Public Hearing: December 17, 2019

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: December 17, 2019
Second Reading:
Third Reading:
Public Hearing: December 17, 2019

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

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

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

HUGER HOSPITALITY, LLC

Effective as of: February [], 2020

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

WHEREAS, in accordance with Section 4-1-170(C) of the Act, the City enacted on [DATE], an [ordinance]/[resolution] consenting to the inclusion of the Property within the boundaries of the Park; and

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

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

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

Section 2.2. Public Infrastructure Commitment.

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

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

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

Section 2.3. Public Infrastructure Credits.

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

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

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

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

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

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

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

ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

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

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

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

County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Examination of Records; Confidentiality.

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

health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

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

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

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

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

Section 4.5. Limitation of Liability.

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

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

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

Section 4.6. Indemnification Covenant.

Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company:

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

with a copy to

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

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

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

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

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

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting

party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

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

HUGER HOSPITALITY, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

NW quadrant of Huger Street and Gervais Street

TMS No. R08912-13-02

EXHIBIT B (See Section 2.2)

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The Public Infrastructure primarily consists of a parking deck that will serve development and the County. The parking deck will include 102 spaces for general public use and the remaining 307 spaces will serve the commercial, retail and residential uses within the development. Additional Public Infrastructure will consist of sidewalks, lighting, utility infrastructure, and green spaces.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

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

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

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

EXHIBIT D (See Section 2.5)

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

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

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

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

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

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

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

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

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

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

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

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

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


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

Richland County Council Request for Action

Subject:

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

Notes:

First Reading:
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 AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT MARION; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, Project Marion (“Company”) has established and desires to expand a manufacturing facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$3,484,000, along with the creation of 63 new full-time jobs;

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

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

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

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

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to Section 1.02 of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the additional Property in the Park.

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

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

EXHIBIT A
FORM OF AGREEMENT

~#4816-5210-5134 v.1~

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT MARION

Effective as of: _____, 2020

INFRASTRUCTURE CREDIT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$ 3,484,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.2. *Jobs Commitment.* The Company shall create 63 new, full-time jobs in the County ("Jobs Commitment") by the Certification Date. The Company shall certify to the County achievement of

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

Section 2.3. Infrastructure Credits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

$$\text{Repayment Amount} = \$100,000 \times 16\% = \$26,000$$

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

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

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

ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

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

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

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

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

Section 4.5. *Limitation of Liability.*

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

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

Section 4.6. Indemnification Covenant.

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

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

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

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

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

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

if to the County:

Richland County, South Carolina

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

with a copy to
(does not constitute notice):

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

if to the Company:

with a copy to

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

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

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

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

reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

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

PROJECT MARION

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[to be provided]

EXHIBIT B (See Section 2.3)

DESCRIPTION OF INFRASTRUCTURE CREDIT

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

EXHIBIT C (See Section 2.5)

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

~#4822-1007-8638 v.1~

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council



+

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

Applicant MUST reside in Richland County.

Name: Mary Catharine "Kate" Williams

Home Address: 4528 Meadowood Road, Columbia, SC 29206

Telephone: (home) 601-988-7653 (work) 803-786-1903

Office Address: 126 Blythewood Road, Blythewood SC 29016

Email Address: M.KateWilliams@gmail.com

Educational Background: Masters of Public Relations

Professional Background: Executive Director, Christian Assistance Bridge a local food pantry and financial assistance

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

Name of Committee in which interested: Community Relations Council

Reason for interest: Passion for caring for and being the voice of our most vulnerable families and community at large. Over 14 years experience in community relations, marketing, fundraising and increasing community involvement.

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

Over 14 years experience in public relations, conflict reconciliation, and strategic planning to insuring that organizations have the funds and community involvement to help low income families and children in foster care system thrive.

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: 20

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.

Mary Catharine Williams

4528 Meadowood Road, Columbia, SC 29206
Phone (601) 988-7653

M.KateWilliams@gmail.com

Community Relations Council

I have a passion for caring for and being the voice for the most vulnerable families in our community. I have over 14 years' experience in community relations, marketing and fundraising insuring that organizations have the funds and community involvement to help low income families and children in the foster care system. Currently serving as Executive Director for a local food pantry where I listen to and help create plans of action for clients dealing with emergencies that leave them choosing between paying their rent, fixing their car, paying a medical copay or putting food on their table. Areas of expertise include:

Fund Development
Public Relations
Community Relations
Public Speaking

Strategic Planning
Problem Assessments
Tactical Communications
Board Relations

Major Donor Cultivation
Volunteer Management
Conflict & Reconciliation
Communications

Experience

Executive Director, Christian Assistance Bridge

2018–Present

Responsible for the overall leadership, planning and management of all operations and resources of Christian Assistance Bridge, in accordance with the Board of Directors, mission, vision, and policies. Christian Assistance Bridge is a food pantry and emergency assistance non-profit that helps the most valuable families in our community.

- Created a communication plan which included a new logo, mission and vision statement, new website, monthly e-newsletters, and video testimonials increasing donations and community engagement.
- Increased church partnership and volunteers by 100% within the first year.
- Increased the food drives hosted by churches, schools and civic groups lowering the amount of money our organization spent of food by 50% in the first year.
- Within the first year raised funds for the expansion of the food pantry which is currently in its building phase.
- Created a community and client centered environment what ensures that every client is

Chief Development Officer, Methodist Children's Home of MS, Jackson, MS. 2013–2017

Responsible for all communications, fund development and foster care recruitment for the entire children's home.

- Created and managed the communication plan which changed from information communications to storytelling communications, allowing our message to stay with community members and donors.
- Within the first year created and wrote website upgrades, newsletters, brochures and revamped logo and messaging.
- Coordination of corporate and individual donor giving, direct mail and annual giving which raised over 1 million dollars in revenue.
- Created a grant writing program, which brought in an additional \$150,000 its first year for important capital and client programs.
- Increase foster families from 10 families to 30 families within 4 months.
- Stated the now 5th annual Day on Campus event, bringing in donors, community members and government officials to tour the children's home and spend time with the most vulnerable children in our community.
- Coordinated the Children's Home getting off church apportionments and on a yearly offering date for the Methodist Children's Home, increasing the donations by 97% the first year. This included producing a communication plan which included heavy marketing: letters, email, posters, videos, social media, etc.

- Management of Raiser Edge donor database and all records, files and gift processing. Managed the donor conversion, cleanup and upgrade of the database.

Director of Development and Donor Relations, Mission Mississippi, Jackson, MS 2012–2013
Plans, coordinates and ensures implementation of strategies to develop donors and contributions to support Mission Mississippi. Mission Mississippi is race reconciliation group that brings people together to talk about hard topics, with the hope of creating a better future.

- Managed all aspects of fund development plan.
- Managed direct mail appeals and public relations tactics such as, website, e-newsletters, etc.
- Researched and wrote foundation and corporation grants proposals.

Development Officer, Louisiana Methodist Children's Home, Ruston, LA 2011–2012
Responsible for developing strategies for the cultivation, solicitation and stewardship of donors with special focus on five figure multi-year gifts to support the incredible programs of the children's home.

- Managed a portfolio of prospects for north Louisiana with focus on securing major gifts.
- Increased our Local Church Representatives (LCR) from 60 to 118
- Created and implemented a communications plan to regularly communicate with donors and prospects to ensure high level of engagements.
- Increased the speaking engagements with churches and civic groups by 50%.

Healthcare Coordinator, Children's Coalition for Northeast Louisiana, Monroe, MS 2009–2011
Responsible for creating and overseeing a strategic plan to help uninsured children in northeast Louisiana gain access to health care and a healthier lifestyle.

- Organized the Monroe Children's Resources and Health Fair for more than 2,000 participants.
- Designed fundraising event communication and organizational communications and marketing tactics including, website, numerous ads, press releases and local news stations interviews.
- Encouraged and mobilized community volunteers by creating 6 Health Care Coalitions to better improve their community's health in northeast Louisiana.

Sales & Marketing Manager, Driggers Outdoor, Inc., Ruston, LA 2008–2010
Over sales, marketing, and general operation for the billboard company.

- Worked with the startup phases of the LED company, which included working and visiting factories in china, learning software and developing marketing tactics.

Recruiter, Mississippi School of the Arts, Brookhaven, MS 2006–2008
Facilitated recruiting, on-campus recruiting events, advertisements, press releases, the application and audition process for a public two-year high school for the arts.

- Planned and implemented a two-year recruiting plan for the school, which produced the first ever waiting list for MS School of the Arts admissions.
- The recruiting plan included: organizing students to visit their former schools to promote the MS School of the arts, created publications, advertisements, and press releases for entering students.

Education

University of Southern Mississippi, Hattiesburg, MS – Masters of Public Relations

William Carey College, Hattiesburg, MS – Bachelor of Science in Speech Communications, Minor in Public Relations

Educational Workshops

Mastering Macromedia Dreamweaver, Mastering Power Point & Excel, Cutting-Edge Skills for Support Staff Professionals, Methodist Children's Home Fundraising, Non-Profit Fundraising



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: **KIRA PERSON**

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

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

Office Address: **SAME AS HOME ADDRESS**

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

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

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

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

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

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

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

Commission:

DESIRE FOR POSITIVE COMMUNITY RELATIONS, NEGOTIATION SKILLS, FUNDRAISING SKILLS

STRONG PERSONAL AND COMMUNITY VALUES

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

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

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

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

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

Date

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

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

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Shannon Morris Rush

Home Address: 208 Cherry Stone Dr., Columbia, SC 29229

Telephone: (home) 803-409-9646 (work) 803-602-0754

Office Address: 3800 Fernandina Rd, Suite 200, Columbia, SC 29210

Email Address: mrs.shannonrush@yahoo.com

Educational Background: Associate's Degree in Business, completed 90 credit hours towards a BA at Columbia College

Professional Background: Benefits Specialist at The Benefit Company

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

Name of Committee in which interested: Community Relations Council

Reason for interest: I love my community. This Council would allow me to become more engaged with social issues impacting our community.

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

I have a passion to serve our community. I have great communication skills and I'm a team player. I stay abreast of current events and the needs of our community.

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

Any other information you wish to give? I volunteer in the community and serve on Carolina Women for Change and Empowerment Board

Recommended by Council Member(s):

Hours willing to commit each month: I'm willing to commit any amount of time necessary to fulfill the mission and goals of the council.

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: _____

Shanna Rush
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 86 of 110 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	



+

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

Applicant MUST reside in Richland County.

Name: Georgia Coleman

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

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

Office Address: 1431 Assembly St. Columbia, SC 29201

Email Address: georgia.coleman07@gmail.com

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

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

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

Name of Committee in which interested: Community Relations Council

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

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

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

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

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

Recommended by Council Member(s): _____

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

CONFLICT OF INTEREST POLICY

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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


10/14/19

Date

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

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

Applications are current for one year.

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



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

Applicant MUST reside in Richland County.

Name: JOSEPH BERNARD
Home Address: 185 ALEXANDER CIRCLE, COLUMBIA 29206
Telephone: (home) 239-249-4967 (work) _____
Office Address: 120 GATEWAY CORPORATE BLVD, COLUMBIA 29203
Email Address: JRBERNARD1102@GMAIL.COM
Educational Background: MASTER'S HEALTHCARE ADMINISTRATION, MASTER'S MANAGEMENT
Professional Background: HOSPITAL ADMINISTRATION (PROVIDENCE HEALTH)
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: COMMUNITY RELATIONS COUNCIL
Reason for interest: I HAVE A SINCERE INTEREST IN MAKING COLUMBIA
A DESIRABLE PLACE IN WHICH TO LIVE, WORK AND PLAY.
Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:
I'VE LIVED IN SEVERAL VARIED COMMUNITIES THROUGHOUT MY
CAREER (BOTH MILITARY & HEALTHCARE) WHICH HAS BROADENED MY
PERSPECTIVE
Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? I AM EAGER TO PARTICIPATE & SERVE
Recommended by Council Member(s): JOE WALKER
Hours willing to commit each month: 4-6

CONFLICT OF INTEREST POLICY

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

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

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

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓

If so, describe: _____

Joseph Bernard
Applicant's Signature

Oct 17, 2019
Date

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

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

Applications are current for one year.

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	

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

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

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

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

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

ADOPTED THIS THE ____ DAY OF JANUARY, 2020.

Paul Livingston, Chair
Richland County Council

Attest: _____
Michelle M. Onley
Deputy Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION JAMAL RASHAWN CLAVON AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

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

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

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

ADOPTED THIS THE 11th DAY OF FEBRUARY 2020.

Paul Livingston, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Chair Paul Livingston and Members of the Council
Prepared by: Clayton Voignier
Department: Community Planning and Development
Date Prepared: January 21, 2020 **Meeting Date:** February 11, 2020

Legal Review	Elizabeth McLean via email	Date:	January 28, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 28, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Subject:	Change order for CDBG-DR Rehabilitation Project		

Recommended Action:

Staff recommends approval of awarding additional funds for change order totaling \$5,888.04 for the completion of a rehabilitation project.

Motion Requested:

I move to approve the award of additional funds for change order totaling \$5,888.04 for completion of the rehabilitation project.

Request for Council Reconsideration: X Yes

Fiscal Impact:

Funds are available in CDBG DR Housing Revitalization (526705).

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

All change orders greater than 25% must be reviewed and approved by Council for CDBG-DR funds.

- Contractor: SBP
- Property Address: 7559 Millbrook Rd. Columbia, SC 29223
- Original Contract Amount Awarded: \$18,621.80
- Change Order Amount Requested: \$5,888.04
- Percent of Change Order Amount Requested: 31.6%
- Purpose of Change Order: Existing structure does not allow for the addition of gutters to divert water away from the home. Remove old soffit/fascia, replace wood behind fascia for gutter support, add blocking to square existing roof rafters, install new vinyl vented soffit, metal fascia and gutters.

Funding Source: CDBG DR Housing Revitalization

Attachments:

1. Change Order and Supporting Documentation for 7559 Millbrook Rd.

Property # SFR0441 Property Owner Catherine Tobias

Property Address 7559 Millbrook Rd. Columbia, SC 29223

GC SBP Inspector Lee Harley

Date Initiated 12/16/2019 Current Project Completion Date 1/21/2020

Initiator: GC Homeowner Inspector

Description of Change Order and Reason Why: _____ Original Cost of Project \$18,621.80

Blocking to square up the ends of the roof rafters where gutters can go up. This includes removing old soffit and fascia, blocking out the ends of the roof rafters to square them up then putting new vinyl vinted soffit and metal fascia up. This also includes replacing the wood behind the fascia to give the gutters support.

Inspector/Cost Estimator's Evaluation [Signature] GC Sign 12/16/19 Date

Meets HQS: Yes No Inspector Sign [Signature] Date 12-16-19

Homeowner(s) Consent to Change Order [Signature] Homeowner Sign 12/16/19 Date

Scope of Work Attached Yes No

Cost of Change Order \$5888.04 Additional Time for Change Order 30 Days Days

Special Case Panel's Decision
 Approved Disapproved Date: 12/18/19
[Signature] [Signature]

Notes: _____

Total Cost of Project _____ New Project Completion Date 2/21/2020

Over 25% Yes Submit directly to Council for approval per BRC decision of 11/5/18 31.6%
 No SCP May Approve



Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

Insured: Catherine Tobias
Property: 7559 Millbrook Road
Columbia, SC 29223

Home: (803) 447-7193

Claim Rep.: Charles P Jordan III
Position: Program Inspector
Company: Tetra Tech | Complex World, Clear Solutions
Business: 2020 Hampton st suite 1022
columbia, SC

Business: (803) 576-2044
E-mail: charles.jordan@tetrattech.com

Estimator: Charles P Jordan III
Position: Program Inspector
Company: Tetra Tech | Complex World, Clear Solutions
Business: 2020 Hampton st suite 1022
columbia, SC

Business: (803) 576-2044
E-mail: charles.jordan@tetrattech.com

Claim Number: SFR0441

Policy Number: SFR0441

Type of Loss: Flood

Date Contacted: 5/18/2018 2:39 PM

Date of Loss: 10/1/2015 12:00 PM

Date Inspected: 5/21/2018 1:00 PM

Date Received: 5/18/2018 2:39 PM

Date Entered: 5/21/2018 2:38 PM

Price List: SCCO8X_DEC19
Restoration/Service/Remodel
Estimate: SFR0441-CO-LH-1



Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

***Where hazardous materials are present, abatement project design, removal, monitoring, clearance and disposal of asbestos, lead-based paints, and other hazardous materials need to follow State of South Carolina (SC DHEC) and U.S. Environmental Protection Agency (EPA) regulations and requirements. Please prepare cost estimate accordingly for applicable properties. The contractor is responsible for pulling all proper permits and getting all inspections for work performed. The contractor is responsible for submitting a weekly progress report each and every week on each property the contractor is assigned in accordance with the Progress Report format. This report will be submitted each week even if the contractor performs no work on the property until the punch list is satisfactorily completed. The report will be submitted to the Tetra Tech Inspector/Cost Estimator and the Housing Program Manager. All work must be completed within the timeframe allotted and pass all County codes inspections, as applicable, and the inspections of the Tetra Tech Inspector/Cost Estimator within the assigned timeframe, otherwise, the property is considered within a delinquent status. This scope is an estimate of work to be performed. If there are any change orders based off items not seen or detected during the inspection or site walk those need to be submitted to Tetra Tech Inspector/Cost Estimator for submission to the Special Case Panel for approval. Change orders for work not performed as well as added work must follow this process also. Richland County's change order process must be followed at all times. Prior to starting work the general contractor will be responsible for submitted a clear CL-100 letter. If determined the home has termites contractor must inform Tetra Tech Inspector/Cost Estimator and request change order form before starting any work. The Richland County Housing Quality Standards (HQS) which includes the HUD Green Building Retrofit Checklist (GBR Checklist) is that standard for all repairs and reconstruction in the program. The HUD GBR Checklist is a Federal construction standard requiring that work performed when receiving Federal funds must meet certain energy efficiency and indoor air quality standards. The HQS and HUD GBR Checklist must be followed in this program when performing work that meets this standard. The job site must be cleaned every day and all trash either hauled off or put in its proper place. Trash may not be left beside the road or in front yard or around house overnight. All hazards must be clearly marked with safety tape or cones. All OSHA safety regulation must be followed on the job site at all times. Per Richland County CBDG-DR office a lock box is required on all jobs to store the keys in. The combination must be turned over to Richland County CBDG-DR office / inspector. The house must be secured at the end of each day or when left with no workers on site. ***

Have owner pick out all paint colors, floor selections and any items that are being changed.



Richland County Flood Recovery Office

Richland County Flood Recovery Office
 2020 Hampton Street, Suite 1022, Columbia SC 29204

SFR0441-CO-LH-1

Roof

Roof1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. R&R Fascia - wood Remove old fascia wood and replace after blocking. Includes: Fascia, finish nails, and installation labor. Labor cost to remove wood fascia and to discard in a job-site waste receptacle.	239.33 LF @	4.13 =	988.43
2. R&R Fascia - metal - 8" Remove old metal fascia and replace with new. Includes: 8" metal fascia, finish nails, and installation labor. Labor cost to remove metal fascia and to discard in a job-site waste receptacle.	239.33 LF @	4.23 =	1,012.37
3. R&R Soffit - vinyl Remove old soffit and replace with new, Includes: Vinyl soffit material, j-trim, nails, and installation labor. Labor cost to remove vinyl soffit and to discard in a job-site waste receptacle.	359.00 SF @	3.75 =	1,346.25
4. R&R Blocking on roof rafters Blocking to square up the ends of the roof rafters where gutters can go up.	239.33 LF @	4.46 =	1,067.41

Grand Total Areas:

5,979.51 SF Walls	3,822.45 SF Ceiling	9,801.97 SF Walls and Ceiling
3,822.45 SF Floor	424.72 SY Flooring	852.78 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	891.11 LF Ceil. Perimeter
3,822.45 Floor Area	4,042.27 Total Area	5,979.51 Interior Wall Area
2,846.74 Exterior Wall Area	417.10 Exterior Perimeter of Walls	
2,705.50 Surface Area	27.06 Number of Squares	0.00 Total Perimeter Length
63.67 Total Ridge Length	81.37 Total Hip Length	



Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

Summary for Dwelling

Line Item Total	4,414.46
Material Sales Tax	114.78
Subtotal	4,529.24
Overhead	679.40
Profit	679.40
Replacement Cost Value	\$5,888.04
Net Claim	\$5,888.04

Charles P Jordan III
Program Inspector



Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204



1 1-DSC03726

Date Taken: 12/18/2019



Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204



2

2-DSC03727

Date Taken: 12/18/2019



Richland County Flood Recovery Office

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3 3-DSC03728

Date Taken: 12/18/2019



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4

4-DSC03729

Date Taken: 12/18/2019



Richland County Flood Recovery Office

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5 5-DSC03730

Date Taken: 12/18/2019



Richland County Flood Recovery Office

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6

6-DSC03731

Date Taken: 12/18/2019



Richland County Flood Recovery Office

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7

7-DSC03732

Date Taken: 12/18/2019

