

RICHLAND COUNTY

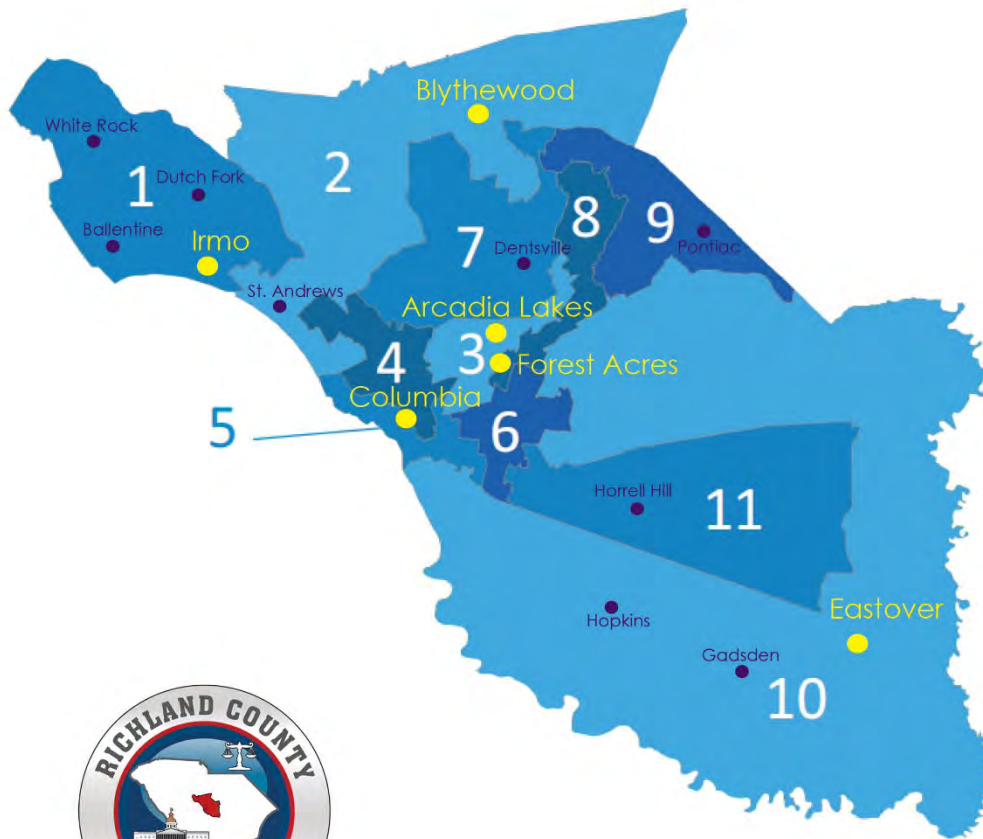
COUNTY COUNCIL AGENDA



Tuesday, FEBRUARY 20, 2018

6:00 PM

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1



CHAIR
Joyce Dickerson
District 2



Yvonne McBride
District 3



Paul Livingston
District 4



Seth Rose
District 5



Greg Pearce
District 6



Gwendolyn Kennedy
District 7



Jim Manning
District 8



Calvin "Chip" Jackson
District 9



Dalhi Myers
District 10



Norman Jackson
District 11



Richland County Council

Regular Session
February 20, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson,
Chair Richland County Council
2. **INVOCATION** The Honorable Jim Manning
3. **PLEDGE OF ALLEGIANCE** The Honorable Jim Manning
4. **PRESENTATION OF PROCLAMATION**
 - a. A Proclamation Honoring Becky Bailey for her service to
the Richland County Conservation Commission The Honorable Gwen Kennedy
5. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: February 6, 2018 [PAGES 9-28]
6. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE
SESSION ITEMS** Larry Smith, County Attorney
 - a. Contractual Matter: City of Columbia
 - b. Employee Grievance
 - c. Contractual Matter/Legal Advice: PDT Audit
 - d. Contractual Matter: Pinewood Lake Update
8. **CITIZEN'S INPUT** The Honorable Joyce Dickerson

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

9. REPORT OF THE COUNTY ADMINISTRATOR

Gerald Seals, County Administrator

- a. Contractual Matter: City of Columbia
- b. Vehicle Assistance for Benedict College [PAGE 29]
- c. Presentation of the Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2017
- d. Alvin S. Glenn Detention Center drop-off [PAGES 30-32]

10. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams Roberts, Assistant
Clerk to Council

- a. SCAC Mid-Year Conference, February 21, 10:00 AM - 1:00 PM, Embassy Suites
- b. SCAC Legislative Reception, February 21, 5:30 - 7:00 PM, Palmetto Club
- c. SCAC Institute of Government Classes, February 22, 10:00 AM - 1:00 PM; 2:00 - 5:00 PM, Embassy Suites

11. REPORT OF THE CHAIR

The Honorable Joyce Dickerson

- a. Introduction of Chief Magistrate
- b. Courtroom Unveiling Honoring Judge Sims
- c. Richland Reveal
- d. Meeting with City and Town Officials regarding Richland Renaissance
- e. Richland One Meeting Update
- f. Midlands Heart Walk, March 24, Colonial Life Arena
- g. Protocol for reporting absences

12. APPROVAL OF CONSENT ITEMS

The Honorable Joyce Dickerson

- a. 17-033MA
Derrick J. Harris, Sr.
RU to LI (1.19 Acres)
7640 Fairfield Road
TMS # R12000-02-01 [THIRD READING] [PAGES 33-

34]

- b.** 17-041MA
Bruce Gleaton
GC to RS-E (2.99 Acres)
742 Sharpe Road
TMS # 14402-04-05 [THIRD READING] [PAGES 35-36]
- c.** 17-043MA
Johnathon P. Holley
HI to GC (1.68 Acres)
9010 Farrow Road
TMS # 17211-01-08 [THIRD READING] [PAGES 37-38]
- d.** 17-044MA
Sandy Moseley and Shaffin Valimohamed
RM-MD to NC (.27 Acres)
7004 Hilo Street
TMS # 19203-10-20 [THIRD READING] [PAGES 39-40]
- e.** An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Ballentine Branch Library Dutch Fork Road; Richland County TMS #03303-01-06 & 02 (portion) [SECOND READING] [PAGES 41-50]

13. THIRD READING ITEMS

The Honorable Joyce Dickerson

- a.** 17-036MA
Richland County
PDD to PDD (2 Acres)
1 Summit Parkway
TMS # R23000-03-07 [PAGES 51-52]
- b.** 17-039MA
Troy Berry
RS-LD to NC (2 Acres)
1215 North Brickyard Road
TMS # 20100-05-01 & 02 [PAGES 53-54]
- c.** An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-181, Roads; Subsection (B), Design Standards for Public or Private Roads; Paragraph (4), Cul-de-Sacs; Subparagraph (C), Cul-de-Sac Design; so as to amend the requirement for a landscaped interior island [PAGES 55-57]

14. SECOND READING ITEMS

The Honorable Joyce Dickerson

- a.** An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (i) entering into intergovernmental agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (ii) securing required audits from organizations receiving funds from the transportation sales and use tax, (iii) approving future changes to the infrastructure projects being funded with the transportation sales and use tax, including cost and scope; and (iv) the annual budgeting process; ratifying prior actions including: (i) changes in the cost and scope of infrastructure projects, (ii) prioritization of said projects, and (iii) appropriation of funds for said projects; and providing for the appropriation and expenditure of the transportation sales and use tax for the remainder of fiscal year 2017-2018; and other matters related thereto. [PAGES 58-70]
- b.** An Ordinance Authorizing an amendment to the fee agreement by and among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking, Inc., and McEntire Limited Partnership, dated May 25, 2006, to provide for an extension of the term thereof and an amendment to the fee agreement among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking, Inc., and McEntire Limited Partnership, dated June 5, 2012, to provide for an extension of the term thereof, authorize an extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder [PAGES 71-79]
- c.** Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Lite to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 80-108]
- d.** Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and a Company identified for the time being as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 109-137]

15. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

16. NOTIFICATION OF APPOINTMENTS

- a.** Employee Grievance Committee - 1
 - 1. Florence Chretien [PAGES 138-139]
- b.** Township Auditorium Board - 1
 - 1. Florence Chretien [PAGES 140-141]
 - 2. Harold (Harry) C. Ward [PAGES 142-143]
 - 3. Carlos W. Gibbons, Jr. [PAGES 144-148]
 - 4. Tony B. White [PAGES 149-150]
- c.** Internal Audit Committee – 1 (Applicant must be a CPA)
 - 1. Sarah Corbett [PAGES 151-152]

17. OTHER ITEMS

The Honorable Joyce Dickerson

- a.** FY18 - District 3 Hospitality Tax Allocations [PAGES 153-154]

18. CITIZEN'S INPUT

The Honorable Joyce Dickerson

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

The Honorable Joyce Dickerson

19. EXECUTIVE SESSION

Larry Smith, County Attorney

20. MOTION PERIOD

- a.** Direct Administrator Seals to research the Richland Renaissance to touch all parts of Richland County for economic and tourist development, especially in areas that are gateways to Richland County. Following his research provide Council an updated potential plan/recommendation by the March 20, 2018 Council meeting.

The Honorable Bill Malinowski

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

REGULAR SESSION
February 6, 2018 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Jamelle Ellis, Brandon Madden, Sandra Yudice, Larry Smith, Kim Williams-Roberts, Gerald Seals, Shane Kitchens, Beverly Harris, Ashiya Myers, Tony Edwards, Tim Nielsen, Trenia Bowers, Dwight Hanna, Synithia Williams, Art Braswell, Shahid Khan, Tracy Hegler, Angela McCallum, Stacey Hamm, Wanda Kelly, Tommy DeLage, Joe Hallbick, Ashley Powell, Valeria Jackson, Jennifer Wladischkin, Quinton Epps, and Ismail Ozbek

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Gwen Kennedy
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Gwen Kennedy
4. **APPROVAL OF MINUTES**
 - a. **Special Called Meeting: December 12, 2017** – Mr. Pearce moved, seconded by Ms. Kennedy, to approve the minutes as distributed.

Mr. Malinowski noted in the minutes that it list Council members abstaining from a vote. He inquired if the Clerk had received the necessary paperwork from those Council members. If not, to remind Council members that Rule 5.21 states that a Council member will vote on every item before Council, but unless you provide a public reason for your abstention you are not allowed to do it.

Mr. C. Jackson stated before we assume that every non-vote is an abstention we may want to consider the question of whether everyone has had an opportunity to vote because he noted on occasion before he had an opportunity to vote it went away and the vote had been done.

Ms. Dickerson stated the Clerk can verify the votes.

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

The vote in favor was unanimous.

-
-
-
- b. **Special Called Meeting: January 9, 2018** – Mr. Pearce moved, seconded by Ms. Kennedy, to approve the minutes as distributed.

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

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** – Mr. Seals stated on p. 122 there is a scrivener’s error. The amount should \$405,073.80.

Mr. Pearce stated he would like to withdraw his motion [Item # 24(i): Move that the Council set aside time as soon as possible either during a regularly scheduled meeting or work session to discuss issues related to the Fire Contract as outlined at the recent Council Retreat to provide the County Administrator with direction.]

Ms. Myers stated for clarification that the amount listed in the contract for the item previously referenced by Mr. Seals is \$406,073.80.

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

The vote in favor was unanimous.

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

- a. Contractual Matter: Pinewood Lake Park: Property Acquisition
- b. Contractual Matter: Pinewood Lake Park Path Forward (Update Only)
- c. Fire Service Contract
- d. Contractual Matter: Sale of Property along North End of Paso Fino Dr.
- e. Contractual Matter: Public Defender Lease Agreement
- f. Contractual Matter: Release of Lease with Benedict College
- g. Update on the Sale of the General Obligation Bond Anticipation Notes (Transportation Sales and Use Tax) Series 2018
- h. An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (i) entering into intergovernmental agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (ii) securing required audits from organizations receiving funds from the transportation sales and use tax, (iii) approving future changes to the infrastructure projects being funded with the transportation sales and use tax, including cost and scope; and (iv) the annual budgeting process; ratifying prior actions including: (i) changes in the cost and scope of infrastructure projects, (ii) prioritization of said projects, and (iii) appropriation of funds for said projects; and providing for the appropriation and expenditure of the transportation sales and use tax for the remainder of fiscal year 2017-2018; and other matters related thereto

Mr. N. Jackson moved, seconded by Ms. Dickerson, to go into Executive Session.

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

The vote in favor was unanimous.

Council went into Executive Session at approximately 6:10 PM and came out at approximately 6:40 PM.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that Representative Wendy Brawley was in the audience.

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

The vote in favor was unanimous.

- a. Update on the Sale of the General Obligation Bond Anticipation Notes (Transportation Sales and Use Tax) Series 2018 – Ms. Cawley stated they went to market and successfully sold \$250,000,000 of General Obligation Bond Anticipation Notes to be used for the Transportation projects supported by the capital penny that was approved by referendum in 2013. The bond market was very favorable and they got great response. The winning low bid was at an interest rate of 1.4326%. Bond anticipation notes are due in 1 year. At the end of 1 year, we will determine whether or not we refund those or we would finance them for a longer period time based up on the capital plan.
7. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing** – Mr. Mark Talbert spoke regarding the use of medical marijuana.

Mr. Pearce inquired as to where that item was on the agenda.

Ms. Dickerson responded that it was not on the agenda.

Ms. Helen Taylor Bradley and Lottie Wesley spoke regarding Item #15(b): "Council Motion: Revisit the 2002 Richland County Water Plan, and any updates, for providing water to unincorporated areas of Richland County and in conjunction with the future Lower Richland Sewer Project" and their continued opposition to the Lower Richland Sewer Project.

POINT OF PERSONAL PRIVILEGE – Ms. Myers stated she and Mr. Malinowski put a motion in for a pilot project for water and every time it appears there is a cut and paste which collapses the two matters. It is a simple mistake. There is nothing on the agenda dealing with sewer.

Mr. Steve Hinson spoke in opposition to Item 11(a): "An Ordinance Authorizing a deed to 908 Group Holdings, LLC, for 1328 – 1400 Huger Street; also described as TMS # 09009-11-04 and 09009-11-05"

8. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Transportation Workshop Follow-up: Transportation Department Projects List – Mr. Seals stated staff has provided Council with a list of transportation projects that have been accomplished over several years. Many of those now require ratification by Council. It is his understanding Council will deliberate and consider these over the next several weeks. Staff will answer any questions and provide a presentation, if needed.

Mr. Pearce inquired if Council will need to vote on these items individually or as a group.

Mr. Seals stated, as he understands it, each project will need to be voted on individually. There will need to be a public hearing on these projects. In addition, the action Council will take will be an appropriating action; therefore, it will have budgetary consequences.

Mr. C. Jackson stated it has been mentioned to Council there are possible proposed alternatives to the list before us, which affects Council's ability to get the projects done. He inquired if Council was

going to vote on those possible alternatives or are they going to be trying to vote on individual projects without knowing how the individual projects will be affected positively by the alternatives mentioned to Council in an earlier work session.

Mr. Seals stated that intent of staff would be to make sure Council has a full vetting of alternatives so the ratification that is necessary is accomplished. It seems to him, to the extent that something may have exceeded budget, we have an obligation to inform Council how to correct that so whatever funds are necessary is not taking away from some other project. Council will be made aware of that and then Council will have an opportunity to make the budgetary decision and make adjustment, if necessary.

Mr. C. Jackson inquired as to when that will happen because it will impact his decision and vote. Before he votes on individual items, he would like to know if there are projects that exceeded the referendum but as a result of an adjustment later on in another project the bottom line dollar was adjusted positively.

Mr. Seals stated the ordinance tonight is First Reading by Title Only; therefore, there will be two more opportunities for discussion and a public hearing. Staff is open to conducting a Council workshop. In addition, he encouraged Council members to talk with the Transportation Director.

Mr. Malinowski stated Council has been told there is an order for the projects. There are no numbers listed on the documents provided, so is Council to believe that they begin with #1 at the top and continue.

Mr. Seals stated staff will provide an updated document with numbers.

Ms. Dickerson stated for clarification that Council is to give the list First Reading by Title Only.

Mr. Seals stated not the list, but the ordinance.

Ms. McBride stated there is usually a District # related to the projects, but there is not one listed on the document.

Mr. Seals stated he will ensure it is provided on the updated documentation.

Mr. Livingston inquired as to how the revised cost was determined.

Dr. Thompson stated the revised cost was based on looking on the amount of money expended to date plus rejected numbers from the outlays document. Working with the PDT, they give us projection of the start date all the way to the projected end date. The projected end date is based on a quarter basis.

- b. New Employee Introduction: Capital Projects Manager – Mr. Seals introduced Mr. Michael Niermeier to Council.
- c. Code Rewrite Update – Mr. Seals stated there are a variety of things going on. One of which is the code rewrite. It is an extensive effort, but it cannot be done in a good way without Council's input. Staff is aggressive and committed to carrying out the assignment, but Council has to be involved. It cannot be a staff initiative.

Ms. Hegler stated the consultants were in town this week. Staff is feverishly collecting input on the second phase of this colossal effort, which is to go over the assessment produced by the consultants. The assessment is their effort to look at the current code and ordinances do and what they mean. She stated she provided a copy of the report to Council and encouraged Council members to meet with her.

Ms. Myers stated the code will impact all of the citizens of Richland County; therefore, she would suggest scheduling a Council work session and additional community meetings so citizens can understand what the goals are and have additional input in that process.

Ms. Dickerson concurred with Ms. Myers' suggestion.

- d. Update on the Sale of the General Obligation Bond Anticipation Notes (Transportation Sales and Use Tax) Series 2018 – Mr. Seals thanked Council and the financial team for their hard work in reference to this item.

9. **REPORT OF THE CLERK OF COUNCIL**

- a. United Way Humanitarian of the Year Event Sponsorship Request – Ms. Roberts reminded Council of the United Way Humanitarian of Year event sponsorship request. The honoree is Mr. J. Mac Bennett. The event is scheduled for Thursday, February 22nd at 6:30 PM at the USC Alumni Center. If Council members would like to participate they are encouraged to contact the Clerk's Office.
- b. Together We Can Read initiative, Wednesday, March 21, 2018 – Ms. Roberts reminded Council of the Together We Can Read initiative, which will be held on Wednesday, March 21st. If Council members would like to participate they are encouraged to contact the Clerk's Office.
- c. Richland Renaissance Public Involvement Meeting, February 13, 2018 – Ms. Roberts reminded Council of the Richland Renaissance Public Involvement meeting, which will be held Tuesday, February 13th at Columbia Place Mall at 5:30 PM. The exact location will be announced.

10. **REPORT OF THE CHAIR**

- a. Human Resources Department Evaluation Procedures – Ms. Dickerson stated Council was not able to get to this item at the Council Retreat.

Mr. Hanna stated with Council members' background in business he can provide a brief overview. Basically, Human Resources is responding to a request from Council, as it related to performance appraisal forms, which were done earlier for Council. The information is included in the packet provided to Council. The information was presented by Mr. Bill Tomes and Dr. Dennis Lambries, which were working with the Institute of Government. In addition, we provided Council with example of forms and presentation from ICMA (International City/County Management Association). The presentation covers a process for the evaluation, which will culminate at the end of the process using the evaluation forms. Goals and priorities would be set at the beginning.

Mr. Malinowski inquired as to where the packet is that Mr. Hanna is referring to.

Mr. Hanna stated he thought it was included in the agenda packet.

Ms. Dickerson stated the clerks were out of town and the document did not get into the packet. She stated she will take responsibility for it not being provided to Council.

- b. Workshop Dates/Times – Ms. Dickerson stated she polled Council members regarding their preference on a date and time. The date and time that will work best for Council members is Tuesday, February 20th from 3:00 – 5:00 PM.
- c. Richland Reveal – Ms. Dickerson stated she is requesting Mr. Seals and members of staff, as well as Council members, to assist with doing a reveal to showcase what the County is doing. She would like input from all of the Council districts, so we can do a small presentation on what Richland County is doing and the process Council undertakes to get things done.

11. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Authorizing a deed to 908 Group Holdings, LLC, for 1328-1400 Huger Street; also described as TMS # 09009-11-04 and 09009-11-05 – No one signed up to speak.

12. **APPROVAL OF CONSENT ITEMS**

- a. 17-033 MA
Derrick J. Harris, Sr.
RU to LI (1.19 Acres)
7640 Fairfield Road
TMS# R12000-02-01 [SECOND READING]
- b. 17-041MA
Bruce Gleaton
GC to RS-E (2.99 Acres)
742 Sharpes Road
TMS# 14402-04-05 [SECOND READING]
- c. 17-043MA
Johnathon P. Holley
HI to GC (1.68 Acres)
9010 Farrow Road
TMS # 17211-01-08 [SECOND READING]
- d. 17-044MA
Sandy Moseley and Shaffin Valimohamed
RM-MD to NC (.27 Acres)
7004 Hilo Street
TMS # 19203-10-20 [SECOND READING]
- e. An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Ballentine Branch Library Dutch Fork Road; Richland County TMS # 03303-01-06 & 02 (portion)
- f. Quit Claim Portion of Pear Tree Road to Adjoining Property Owners
- g. Negotiate Area Two Solid Waste Collection Contract Extension

Mr. Pearce moved, seconded by Mr. Malinowski, to approve the consent items.

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

The vote in favor was unanimous.

13. **SECOND READING ITEMS**

- a. 17-036MA
Richland County
PDD to PDD (2 Acres)
1 Summit Parkway
TMS # R23000-03-07

Mr. C. Jackson moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

- b. 17-039MA
Troy Berry
RS-LD to NC (2 Acres)
1215 North Brickyard Road
TMS # 20100-05-01 & 02

Mr. Pearce moved, seconded by Ms. Kennedy, to approve this item.

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

The vote in favor was unanimous.

- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-181, Roads; Subsection (B), Design Standards for Public or Private Roads; Paragraph (4), Cul-de-Sacs; Subparagraph (C), Cul-de-Sac Design; so as to amend the requirement for a landscaped interior island

Mr. C. Jackson moved, seconded by Mr. Livingston, to approve this item.

Mr. Malinowski stated the backup documentation does not notate what has been amended in the ordinance. He requested the documentation with the changes outlined be included in the agenda packet for Third Reading.

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

Opposed: Malinowski

The vote was in favor.

14. **FIRST READING ITEM**

- a. An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (i) entering into intergovernmental agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (ii) securing required audits from organizations receiving funds from the transportation sales and use tax, (iii) approving future changes to the infrastructure projects being funded with the transportation sales and use tax, including cost and scope; and (iv) the annual budgeting process; ratifying prior actions including: (i) changes in the cost and scope of infrastructure projects, (ii) prioritization of said projects, and (iii) appropriation of funds for said projects; and providing for the appropriation and expenditure of the transportation sales and use tax for the remainder of fiscal year 2017-2018; and other matters related thereto [BY TITLE ONLY]

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

Mr. Malinowski stated in the title it says, "...ratifying prior actions". He would like to know who took the prior actions, what the prior actions were, and at whose direction those prior actions were taken prior to Second Reading.

Mr. Seals stated they are doing everything to provide the information. There are some areas where they are not able to determine that, but they will inform Council of everything they discover. Where they cannot necessarily find the genesis he will ensure Council is informed.

Ms. Myers stated for the public's benefit this item relates to the Penny Project.

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

The vote in favor was unanimous.

15. **REPORT OF DEVELOPMENT AND SERVICES COMMITTEE**

- a. Intergovernmental Agreement with the City of Columbia: Devil's Ditch – Mr. Malinowski stated on p. 122 of the agenda it stated the project plans will be bid through the City's procurement process. He inquired if Richland County is responsible for, and paying, 67% of the total bill the City is taking the lead on it.

Ms. Synithia Williams stated the County went through several iterations of the agreement with the City and this agreement was forwarded to the County's Legal department and received approval for the City of Columbia procurement to handle the construction management phase of the project. Whereas, Richland County handled the design phase of the project.

Mr. Malinowski stated on p. 123 the agreement states, "The City may, in its sole discretion, authorize change orders..." He stated it appears we have this backward.

Ms. Williams stated they can take the agreement back through the City's and County's legal departments to get that changed if that is Council's desire.

Mr. Malinowski stated he would suggest if there is a change order that relates to the County's portion of the property that the County would have to address it and the City portion the City would address it.

Mr. Livingston stated he is okay with it as long as it is within the scope of the project and the project budget.

Ms. Myers stated she shared Mr. Malinowski's concerns, but she also would like to know once this project is completed what the balance is of the Stormwater Capital Drainage budget. She does not believe Sections 5 and 6 of the agreement work together. She would be concerned that if we are not going to exceed the budget, then we not exceed the budget and nobody can authorize a change order without coming back to Council.

Mr. Malinowski moved, seconded by Ms. Myers, to approve the agreement with following amendment: any change orders will be approved by the entity responsible for that area of the project.

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

Opposed: Livingston

The vote was in favor.

- b. Council Motion: If an employee is in need of sick leave, any employee can donate that leave to a specific person and not just a sharing pool [MALINOWSKI] – Mr. Malinowski stated on p. 132 it states, "The Committee recommended Council approve staff's recommendation." The backup documentation does not state what staff's recommendation was. Mr. Hanna verbally gave his recommendation at the committee meeting. It is Mr. Malinowski's understanding the recommendation was to work with the regular shared pool and the individual contributions.

Mr. Hanna stated Mr. Malinowski was correct.

Mr. Malinowski moved, seconded by Ms. Myers, to approve Human Resources' recommendation to work with the regular sick leave pool, as well as, the individual contributions.

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

Opposed: C. Jackson

The vote was in favor.

- c. Transfer Deed for Hollywood Hills Sewer Lines to City of Columbia Utilities – Mr. Rose stated the committee recommended approval of the deed transfer from the County to the City. It is a federally funded project and will have no financial impact to the County.

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

The vote in favor was unanimous.

- d. Council Motion: Revisit the 2002 Richland County Water Plan, and any updates, for providing water to unincorporated areas of Richland County and in conjunction with the future Lower Richland Sewer Project [MALINOWSKI and MYERS] – Mr. Rose stated there was a motion to request staff to

look into whether or not it would be feasible for the County to provide water service to various portions of the County. There is no financial impact. There is no action needed at this time.

Mr. Malinowski stated there is a staff recommendation and he thought that was what Council was to vote on because the notes say, "The committee recommended Council approve staff's recommendation to bring the process of undertaking the necessary steps to provide water service."

Mr. Rose stated it was his understanding the committee voted to explore that but did not endorse that.

Mr. Malinowski stated for those that were concerned about this being a sewer matter, it is strictly a water matter. The staff recommendation reads, "The following is the recommended pathway, which will enable Richland County to supply water in the Lower Area and other parts of the unincorporated Richland County as needed." It talks about the designation of area that the Council designated all unincorporated areas of the County as their water and sewer service. It also says a feasibility study would authorize the County to procure a feasibility study for a Water Supply network to be constructed in conjunction with Lower Richland Sewer Project. He further stated we keep dragging this out. The last time we heard it was not a recommendation, but now it is back and it says it is and know we are hearing it is not again.

Mr. Rose requested Mr. Madden to come forward to clarify the committee's actions.

Ms. Myers stated she would like to reiterate Mr. Malinowski's comments. This is strictly a water pilot project. Staff brought it forward as a pilot project. She and Mr. Malinowski put forth to the motion to undertake the pilot project for water.

Mr. Khan stated the staff recommendation and the briefing document was very explicit. The recommendation was made that we designate the area, as stated in the staff recommendation. In addition, to authorize a feasibility study to evaluate the detail design, as well as, the ability to sell the water.

Mr. Malinowski moved, seconded by Ms. Myers, to approve staff's recommendation to designate the area and authorize a feasibility study.

Mr. N. Jackson inquired as to what the committee's recommendation was.

Mr. Rose stated there was some misunderstanding. It was his belief that the committee moved forward with studying whether or not this was feasible to do.

Mr. Livingston stated for clarification the staff recommendation was to do the feasibility study and designate the areas.

Mr. Khan stated there are two recommendations: (1) Designate the service area as Richland County service area for water and sewer objectives; and (2) Authorize procurement of a feasibility study and bring back the report, which will steer the path for providing water for the service area.

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

Opposed: Rose

The vote was in favor.

Mr. C. Jackson stated as a caveat to this never ending conundrum we seem to be in with this matter. The bigger issue is that we want to make sure as we move forward, in particular in the unincorporated areas, that we maintain some control so we do not automatically forfeit our rights and become annexed into the City because of the lack of having water capacity.

Mr. Khan stated staff will consider that as a part of the feasibility study.

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

- a. Award of Rivers Station Subdivision Road Repair and Paving Project – Mr. Malinowski stated we have seen this development agreement go back and forth a couple times. He recalls he specifically inquired if the total amount of \$211,074, which was the bid by CR Jackson, would be covered. He further stated the way the development agreement is written the totals to be paid by the company and/or individual responsible only totals \$200,000, which leaves \$11,074 outstanding. He was told on two occasions that would be in the agreement and would be covered.

Ms. Hegler stated she recalls changing the agreement, but may have provided an incorrect agreement for the agenda packet. She has spoken with the developer and he has verbally agreed to the change to the agreement, which would make the last payment \$111,074 instead of \$100,000.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to approve this item.

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

The vote in favor was unanimous.

- b. Approval of Change Orders – Ms. Myers stated it appears the work was done. There were some staff changes and some of the work was approved simply because the work was done. Her question is, are there processes in place now so this much work on a project, like the Decker Center, does not have these many change orders cumulatively?

Mr. Seals responded in the affirmative.

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

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

The vote in favor was unanimous.

- c. Richland School District 2 (RSD2) FY17-18 Budget request to County Council: Amend Official Records and FY2018 Budget Proviso – Mr. Pearce stated the committee recommended approval of this item.

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

Opposed: Malinowski

The vote was in favor.

- d. Council Motion: Any entity placing a person in the Alvin S. Glenn Detention Center will be responsible for paying the daily fee as determined by Richland County, as well as all medical costs incurred to include mental needs – Mr. Pearce stated the committee recommended approving the Administrator’s recommendation to begin charging a per diem rate of \$71 per detainee to the municipalities and bring the remaining issues back at a later date.

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

Opposed: Livingston and Rose

The vote was in favor.

- e. Resolution to Distribute \$32,766.26 in Federal Forestry Funds – Mr. Pearce stated the committee recommended Council approve the resolution allocating \$32,766.26, of which 50% (\$16,383.13) will be apportioned to public schools, and the remaining 50% (\$16,383.13) for the construction and/or improvement of public roads.

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

The vote in favor was unanimous.

- f. Statewide Court Case Management System: Software Support and Hosting Services Memorandum of Understanding for Counties Hosted by SCJD – Mr. Pearce stated the committee sent this item forward without a recommendation.

Ms. McBride moved, seconded by Mr. N. Jackson, to approve the software support and hosting services memorandum of understanding hosted by the SCJD.

Mr. Malinowski stated it was mentioned at the Retreat there is \$150 fee per person that uses this and another \$25 fee for e-filing, is that correct?

Mr. Seals responded in the affirmative.

Mr. Malinowski inquired as to how the fees are divided.

Mr. Hallbick stated the \$150 is the normal filing fee that is in existence now. Of the \$150 filing fee, \$106 goes to the State and \$44 goes to the County. The \$25 fee is a technology fee charged by the Judicial Department for use of the system and goes to them.

Mr. Malinowski inquired if this system of payment has been in place since Richland County started using e-filing.

Mr. Healey with the SCJD stated the fees were in place prior to e-filing. The fees are regular court filing fees.

Mr. Malinowski inquired as to how long the filing fees have been in place.

Mr. Hallbick stated they have been in place forever.

Mr. Malinowski inquired as to who is responsible for collecting the fees.

Mr. Hallbick stated the Clerk of Court.

Mr. Malinowski inquired if there is a record of the fees collected.

Mr. Hallbick responded in the affirmative.

Mr. Malinowski requested copies of the fees collected. He stated he is requesting this information in order to learn how much of the requested amount is going to be offset by these fees.

Mr. Rose inquired if Richland County is the only county not currently using the system.

Mr. Hallbick stated Richland County and Charleston County are the only counties not currently utilizing the system.

Mr. Rose inquired if this item were to pass if it would put the system in place and move it forward.

Mr. Hallbick responded in the affirmative. SCJD would host it and they have already started the process, so once they are ready to go live e-filing would be running.

Mr. Rose inquired about the timeframe before e-filing would go live.

Mr. Healey stated they are currently hosting 28 out of 46 counties. They have a schedule that takes them all the way out to the end of the year. Originally Richland County was supposed to do e-filing in November, but encountered some issues so it was pushed back. He stated if it does not get approved tonight it could push the hosting back another month or two, but if it is approved it would probably be by the end of the month.

Mr. Malinowski inquired as to the cost to put this system in place.

Mr. Hallbick stated at there would be no cost in this fiscal year. Beginning on July 1, 2019 it will be \$75,000 per year.

Mr. Pearce inquired if the County has to by law go to this.

Mr. Hallbick stated the County does not have to be hosted, but there is an order by the Chief Judge that everybody has to have e-filing.

Mr. Healey stated it was issued in November, but the order was rescinded for Richland County because there were some issues.

Mr. Pearce stated there was a large amount of money spoken about at the committee meeting.

Mr. Hallbick stated now it is \$50,000 for support. Once this goes live it will be \$50,000 for support and \$75,000 to be hosted.

Mr. Healey stated he believes the number given represented the amount it would cost Richland County to purchase additional resources to upgrade the servers to meet the response time the hosting services the SCJD provide.

Mr. Pearce stated for clarification the total cost to Richland County will be an additional \$75,000 to be hosted by SCJD. If the County does it, it will be adequate a lot of money.

Mr. Hallbick stated he believes the discussion was to bring in new servers with a cost of approximately \$300,000 and then there is still not a guarantee the County would be as fast as SCJD.

Ms. McBride stated during the Retreat one of the County attorneys, as well as, IT supported the hosting services.

Mr. Healey stated it would likely be mid-March or later before the County could be hosted by SCJD.

Mr. C. Jackson inquired as to how Charleston County is doing theirs.

Mr. Healey stated Charleston County will be hosting themselves.

Mr. Pearce inquired if the County does this will their response time be as fast as Lexington County.

Mr. Healey responded in the affirmative.

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

Opposed: Malinowski

The vote was in favor.

Mr. Rose moved, seconded by Mr. N. Jackson to reconsider this item.

In Favor: Malinowski

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

The motion for reconsideration failed.

17. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. An Ordinance Authorizing an amendment to the fee agreement by and among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking, Inc., and McEntire Limited Partnership, dated May 25, 2006, to provide for an extension of the term thereof and an amendment to the fee agreement among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking, Inc., and McEntire Limited Partnership, dated June 5, 2012, to provide for an extension of the term thereof, authorize an extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Lite to provide for payment of a fee-in-lieu of

taxes; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and a Company identified for the time being as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

18. **REPORT OF RULES AND APPOINTMENTS COMMITTEE**

19. **NOTIFICATION OF APPOINTMENTS**

- a. Richland Memorial Hospital Board – 1 – Mr. Malinowski stated the committee recommended appointing Michael B. Bailey.

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

The vote in favor was unanimous.

20. **REPORT OF THE BLUE RIBBON AD HOC COMMITTEE**

Mr. Pearce stated in all of the years he has been on Council this particular committee has been one of the most dedicated committees. The committee was formed after the 2015 flood. They have met all of 2016 and 2017. The community participants have been very responsive and voting on these matters. He also thanked Councilman Livingston and Councilwoman Myers for serving on the committee.

- a. Approval of Demolition Contractors – Mr. Pearce stated we are ready to utilize some of the HMGP funds for demolition of some properties the County will be acquiring. The request is to approve the following three (3) contractors: Cherokee General Contractor, Corley Construction, and Carolina Wrecking Inc. All three contractors will receive work from this project.

Mr. Malinowski inquired if these were the only 3 that submitted a RFQ.

Ms. Hegler stated Ms. Wladischkin oversaw the process. She stated she believed there were more than 3 submittals, but these were the 3 that were responsive and these are qualifying firms under a RFQ process and will be able to bid on the work as the County get into each property.

Ms. Wladischkin stated Ms. Hegler was correct. There were more than the 3 submittals; however, the others were found to be non-responsive.

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

The vote in favor was unanimous.

- b. Approval of (2) Properties for buyout under HMGP 4346-DR – Mr. Pearce stated because of the subsequent Hurricane Irma event the County was able to get additional funding. The motion is to submit two (2) additional properties for buyout with the funding.

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

The vote in favor was unanimous.

- c. Approval of Asbestos Testing, Monitoring and Clearance Contractors – Mr. Pearce stated the County is going to do asbestos testing, monitoring and clearance. The request to approve the following contractors to conduct this work: ABS Environmental, ECS, Intertek-PSI, Kleen Sites Geo Services, Summit, Terracon, and ARM Environmental.

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

The vote in favor was unanimous.

- d. Approval of Change Order #4 to Tetra Tech’s Current Contract – Mr. Pearce stated the request is to extend Tetra Tech’s contract with the additional funding the County received. There will be no financial impact on the County.

Mr. Malinowski stated the agenda documentation says, “...a change order to Tetra Tech’s current contract to complete the additional single family housing rehab/replacements”. He inquired about how many additional single family homes there are.

Ms. Hegler stated the County received an additional \$7.5 million in CDBG-DR funding, which will allow the County to do several hundred additional homes under the program.

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

The vote in favor was unanimous.

- e. Approval of Amended CDBG-DR Action Plan – Small Rental Rehab – Mr. Pearce stated we are attempting to expand the small rental rehab program to as many types of affected individuals and homes as possible. The committee recommended Council approve amending the CDBG-DR Action Plan for Small Rental Rehab to enable more applicants to apply.

Mr. Malinowski requested further clarification.

Ms. Hegler stated staff has had trouble finding participants in the Small Rental Rehab Program that was approved as a part of the CDBG-DR funds. The amendment to the action plan will do is instead of attempting to qualify the renters of these units to qualify the property owners at a certain

percentage of income that is allowed under HUD. It is easier for staff to obtain that information from the property owners than the renters.

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

The vote in favor was unanimous.

- f. Approval of Carolina Small Business Development Fund to implement Business Assistance Program (BAP) – Mr. Pearce stated we want to attempt to reach out to as many businesses as possible. The recommendation is to approve the selection of Carolina Small Business Development Fund to assist with this endeavor.

Mr. Malinowski stated the agenda documentation stated the County received two (2) proposals and it was recommended to approve Carolina Small Business Development Fund was selected.

Ms. Hegler stated this is was an RFP, which is an actual request for proposals. Before Council tonight is the staff's recommendation of the most responsive proposal. There will be a negotiation with the selected firm.

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

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Malinowski, to reconsider all of the items under the Report of the Blue Ribbon Ad Hoc Committee.

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

The motion for reconsideration failed.

21. OTHER ITEMS

- a. FY18 – District 8 Hospitality Tax Allocations – Mr. Malinowski moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

- b. FY18 – District 4 Hospitality Tax Allocations – Mr. Livingston moved, seconded by Mr. Pearce, to amend this item to include a \$5,000 allocation to the Auntie Karen Foundation.

Mr. C. Jackson stated for the record the agenda documentation states: District 4 – Philharmonic Orchestra for \$4,000.

Mr. Livingston stated he was amending that to also include the Auntie Karen Foundation for \$5,000.

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

The vote in favor was unanimous.

Mr. Livingston moved, seconded by Mr. Pearce, to reconsider the District 4 and 8 Hospitality Tax allocations.

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

The motion for reconsideration failed.

22. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – No one signed up to speak.

23. **EXECUTIVE SESSION**

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

The vote in favor was unanimous to go into Executive Session.

Council went into Executive Session at approximately 8:21 PM and came out at approximately 9:38 PM

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

The vote in favor was unanimous to come out of Executive Session.

- a. Contractual Matter: Pinewood Lake Park: Property Acquisition – Ms. Dickerson moved, seconded by Mr. Pearce, to proceed as discussed in Executive Session.

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

Opposed: N. Jackson

The vote was in favor.

- b. Contractual Matter: Pinewood Lake Park Path Forward – Received as information.

- c. Fire Service Contract – Mr. Rose moved, seconded by Ms. Myers, to approve the Administrator's recommendation.

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

The vote in favor was unanimous.

- d. Contractual Matter: Sale of Property along North End of Paso Fino Dr. – Mr. Pearce moved, seconded by Ms. Myers, to defer sale of the property and direct the County Administrator to compile a list County-owned properties considered to be surplus in nature and secure the services of

as many realtors as he may deem necessary to market these properties for sale. All proceeds from the sale of these properties shall be placed in an account reserved solely for the use in the Richland Renaissance Program.

Mr. Malinowski stated he supports the motion with the exception of the proceeds being directed to the Renaissance Program. The Administrator has already provided Council the financing for the Renaissance Program. The proceeds could be placed in an account and utilized if needed for the Renaissance Program, but not set aside solely for the program.

Mr. Pearce amended the language of the motion to replace the word “solely” with “if needed”.

Mr. Livingston inquired if Council will need to approve the properties before they are sold.

Mr. Pearce stated Council will need to approve all sales. He further inquired if Mr. Malinowski wished to have the Paso Fino Dr. property to be a priority.

Mr. Malinowski stated it does not have to be a priority.

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

The vote in favor was unanimous.

- e. Contractual Matter: Public Defender Lease Agreement – Mr. Livingston moved, seconded by Mr. Malinowski, to approve the agreement presented in Executive Session.

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

The vote in favor was unanimous.

- f. Contractual Matter: Release of Lease with Benedict College – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

27. **MOTION PERIOD**

- a. Richland County staff, in conjunction with Richland County Legal Department, review current Richland County Ordinances and determine if it is possible to restructure business ordinances to provide a faster and more effective way to handle the closing of businesses who are in violation of Richland County Business Ordinances. This will include all violations including nuisance businesses. Please also review State law that will allow us to create or not create such an ordinance as well as other municipalities/counties laws relating to same [MALINOWSKI] – Mr. Malinowski withdrew his motion due to there being a State law that will address this matter.
- b. The Chair appoint a Council Ad Hoc Committee to explore and develop a comprehensive internship program to be administered through the County Council Clerk’s Office. The interns will conduct research and assist council members with various tasks. The interns will be afforded the opportunity

to gain invaluable knowledge about the interworking of County Government and how policy decisions are made. [LIVINGSTON and C. JACKSON] – Ms. Dickerson stated she will set up an ad hoc committee to work with Human Resources.

- c. I move that for the reasons of transparency, integrity, accessibility, dignity, accountability and citizen respect that all County Council Work Sessions/Workshops be conducted in the newly renovated, state-of-the-art Council Chambers and Livestreamed (to include being archived on the County website). [MANNING] – This item was referred to the D&S Committee.
- d. Conservation Commission manage County-owned historic and conservation properties [N. JACKSON] – This item was referred to the D&S Committee.
- e. Move that the agreement with Platinum Plus to operate to perpetuity be reconsidered and that they never reopen at that location. NOTE: It's next to a graveyard and a church which violates County Ordinance. It was never grandfathered making it noncompliant. [N. JACKSON] – This item was referred to the A&F Committee.
- f. Do not approve any additional projects from the remainder of the \$50 million Recreation Bond until an explanation is given from the Recreation Commission, why \$1,600,000 was paid for 40 acres of land worth \$255,000 NOTE: The intent was to purchase 40 acres and build a road at the cost of \$1,600,000. The documents might state to purchase land only but if an appraisal was done it would have shown that the land was worth \$255,000 [N. JACKSON] – This item was referred to the A&F Committee.
- g. Revisit the restructuring of the County's organizational chart. NOTE: There seems to be an overload and misunderstanding and abuse of duties from the reorganization of the County organization approximately a year ago. There should be some adjustment. [N. JACKSON] – This item was referred to the A&F Committee.
- h. Move that the Council direct the County Administrator to compile a list of County owned properties considered to be "surplus" in nature and secure the services of as many realtors as he may deem necessary to market these properties for sale. All proceeds received from the sale of these properties shall be placed in an account reserved solely for use in the Richland Renaissance Program [PEARCE] – This item was referred to the A&F Committee.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce stated due to him leaving at the end of the year, and him being a liaison to many organizations over the years, he needs to begin transitioning and encouraging other people to take these responsibilities.


Ms. Dickerson stated she has received all of the Council members' committee request forms and she will be making committee assignments as soon as possible.

ADJOURN – The meeting adjourned at approximately 9:50 PM



BENEDICT COLLEGE POLICE DEPARTMENT

1600 Harden Street, Columbia SC 29204 803-253-5400

TO: Gerald Seals, Richland County Administrator
FROM: 
Captain K. Portee, Operations – 803-705-4838

DATE: January 31, 2018

Dear Mr. Seals,

I am writing you in request for assistance through Richland County Council. I am the Captain for police operations for Benedict College Police Department and currently oversee the budget for the department. Our department has a total of 20 officers and is seated in the Waverly community of Richland County. We maintain very high visibility in the community and on our campus and have been often times requested by Columbia Police Dept. to assist their officers with calls in the surrounding areas.

Benedict College is a private liberal arts HBCU and as such, is enrollment driven. The police department's budget is based on the number of students enrolled and is adjusted based on those numbers each year. Our budget over the past 4 years has decreased by at least 30 – 40% therefore limiting us from much needed equipment our officers require. Specifically, our vehicle pool has decreased due to mechanical issues and mileage restraints. We currently have a pool of 5 vehicles which has been normally 10 for the 3 patrol shifts that are working. Our budget will not allow us to purchase newer vehicles, therefore we are pushing our current vehicles to their limits.

I have spoken with county councilman Seth Rose and he has advised me on what I should do for this request. As such, I am requesting through county council a donation of former police vehicles from Richland County Sheriff's Department that are currently being held for surplus or the ability to purchase these vehicles at a greatly reduced price. The vehicles that I have seen on the county's surplus yard range from Dodge chargers, Chevrolet Tahoe's, Ford Taurus Interceptors, or Ford Crown Victoria's. Any vehicles that can be donated or supplied to our department would be greatly appreciated by the police department and Benedict College. Our presence in the community and at the college is essential to the safety of the students and residents of the surrounding area. The college and I thank Richland County Council for their support and attention to this matter.

cc: Larry Smith



**February 20, 2018 County Council Meeting
Briefing Document**

Agenda Item

Intergovernmental Agreement between Richland County and the City of Columbia to implement a one-year Alvin S. Glenn Detention Center (ASGDC) Drop-off pilot program.

Background

Currently, ASGDC detainees released after 6:30 PM are transported from ASGDC to the Central Midlands Regional Transit Authority (CMRTA) hub on Laurel and Sumter Streets. The hub has served historically as the ASGDC drop-off because of its centrality to infrastructure and service needs of recently released detainees. In light of concerns expressed by members of the Downtown District regarding safety and the negative impacts of the proximity of released detainees on the quality of service they are able to deliver to their patrons, the County proposed engaging the CMRTA to add a flexible route that will run to the four zip codes in Richland County determined to have the highest rates of apprehension.

On August 1, 2017, stakeholders from the City of Columbia and Richland County met to discuss options for managing transportation of recently released detainees from the Alvin S. Glenn Detention Center. The impetus for this meeting and meetings held in previous years to address this issue was spatiotemporal safety concerns expressed by residential and business constituents in the Downtown District. Following a series of meetings held since June 2017, the community stakeholder group in collaboration with Mayor Steve Benjamin, Councilman Seth Rose, and Chairwoman Joyce Dickerson have approved and established the following key objectives in reaching resolution:

1. To eliminate the City and County from transporting detainees released from ASGDC after 6:30 PM to the Central Midlands Regional Transit Authority (CMRTA) hub on Laurel and Sumter Streets
2. To request the CMRTA add a flexible route that will run to the four zip codes in Richland County determined to have the highest rates of apprehension. Research shows ~75% of released inmates return to the homes or communities in which they lived when apprehended.

In determining bus stops for the proposed flexible route, the primary destinations of released detainees were extrapolated based on self-reported residences at the time detainees were booked. Over the past three years, ASGDC reported 121,524 bookings. Due to data entry errors, 2,947 bookings were not included in this assessment. Therefore, the total sample size was 118,577 bookings (October 2017). The top 6 zip codes accounted for 59.8% of the total bookings, as follows:

Zip Code	Vicinity	Total Bookings	% of Total
29203	N. Main/Farrow	27,254	22.98
29223	Northeast	12,051	10.16
29204	Forest Acres	8,722	7.35
29210	Broad River	8,060	6.79
29209	Lower Richland	7,977	6.72
29201	City of Columbia	6,826	5.75

3. To address, and potentially modify, times set for bond hearings, it was suggested that no detainees be released from custody after 4:00 PM without confirmed means of transportation. This required that Chief Magistrate Judges from both the County and City reach an agreement on moving final bond hearings to an earlier time that corresponds with the proposed flexible bus route.

Issues

The Downtown Business District (City of Columbia) expressed concerns regarding safety and the negative impacts of the proximity of released ASGDC detainees on the quality of service they are able to deliver to their patrons.

Fiscal Impact

This agreement proposes joint annual funding for a flexible CMRTA bus route of up to \$30,000 from the City and annual funding of up to \$20,000 from the County that will provide bus service to released detainees, in an effort to place them in closer proximity to their place of residency prior to apprehension and arrest.

Past Legislative Actions

None

Alternatives/Solutions

Alternative 1:

The County will not drop off persons released from ASGDC at the Sumter and Laurel Street CMRTA bus station after 6:30 P.M. CMRTA will implement a flexible bus route that will provide transportation to bus stops in zip codes closest to the one in which they were apprehended, including 29203, 29223, 29204, and 29210. The City will provide annual funding of up to \$30,000 and the County will provide annual funding of up to \$20,000 for implementation of the flexible bus route. The City and County will jointly request from the Chief Magistrate of both the County and City to modify times set for bond hearings in order to reduce the number of people released from ASGDC after 4:00 P.M. without a confirmed ride. The parties will request from the Magistrates that no detainee be released between the hours of 4:00 P.M. and 6:00 A.M. without a confirmed ride. The City and County will implement measures to evaluate the effectiveness of the drop-off plan and meet in March 2019 to discuss future execution, amendment, or cessation.

Alternative 2:

The County will continue to drop off persons released from ASGDC at the Sumter and Laurel Street CMRTA bus station; However, no releases will take place after 6:30 P.M. CMRTA will implement a flexible bus route that will provide transportation to bus stops in zip codes closest to the one in which they were apprehended, including 29203, 29223, 29204, and 29210. The City will provide annual funding of up to \$30,000 and the County will provide annual funding of up to \$20,000 for implementation of the flexible bus route. The City and County will jointly request from the Chief Magistrate of both the County and City to modify times set for bond hearings in order to reduce the number of people released from ASGDC after 4:00 P.M. without a confirmed ride. The parties will request from the Magistrates that no detainee be released between the hours of 4:00 P.M. and 6:00 A.M. without a confirmed ride. The City and County will implement measures to evaluate the effectiveness of the drop-off plan and meet in March 2019 to discuss future execution, amendment, or cessation.

Alternative 3:

The County will continue to drop off persons from ASGDC at the Sumter and Laurel Street CMRTA bus station.

However, the City and County will jointly request from the Chief Magistrate of both the County and City to modify times set for bond hearings in order to reduce the number of people released from ASGDC after 4:00 P.M. without a confirmed ride. The parties will request from the Magistrates that no detainee be released between the hours of 4:00 P.M. and 6:00 A.M. without a confirmed ride. The City and County will implement measures to evaluate the effectiveness of the drop-off plan and meet in March 2019 to discuss future execution, amendment, or cessation.

Staff Recommendation

Based on County-City stakeholder discussions and feedback, staff recommends implementing Alternative 1, a one-year ASGDC drop-off pilot program.

Richland County Council Request for Action

Subject:

17-033MA, Derrick J. Harris, Sr., RU to LI (1.19 Acres), 7640 Fairfield Road, TMS # R12000-02-01

Notes:

First Reading: December 19, 2017
Second Reading: February 6, 2018
Third Reading: February 20, 2018 {Tentative}
Public Hearing: December 19, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 12000-02-01 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 # 12000-02-01 from Rural (RU) zoning to Light Industrial (LI) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 19, 2017
First Reading: December 19, 2017
Second Reading: February 6, 2018
Third Reading: February 20, 2018

Richland County Council Request for Action

Subject:

17-041MA, Bruce Gleaton, GC to RS-E (2.99 Acres), 742 Sharpe Road, TMS # 14402-04-05

Notes:

First Reading: December 19, 2017

Second Reading: February 6, 2018

Third Reading: February 20, 2018 {Tentative}

Public Hearing: December 19, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 14402-04-05 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL SINGLE-FAMILY ESTATE DISTRICT (RS-E); 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 # 14402-04-05 from General Commercial District (GC) to Residential Single-Family Estate District (RS-E) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 19, 2017
First Reading: December 19, 2017
Second Reading: February 6, 2018
Third Reading: February 20, 2018

Richland County Council Request for Action

Subject:

17-043MA, Johnathon P. Holley, HI to GC (1.68 Acres), 9010 Farrow Road, TMS # 17211-01-08

Notes:

First Reading: December 19, 2017

Second Reading: February 6, 2018

Third Reading: February 20, 2018 {Tentative}

Public Hearing: December 19, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 17211-01-08 FROM HEAVY INDUSTRIAL DISTRICT (HI) TO GENERAL COMMERCIAL DISTRICT (GC); 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 # 17211-01-08 from Heavy Industrial District (HI) to General Commercial District (GC) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 19, 2017
First Reading: December 19, 2017
Second Reading: February 6, 2018
Third Reading: February 20, 2018

Richland County Council Request for Action

Subject:

17-044MA, Sandy Moseley and Shaffin Valimohamed, RM-MD to NC (.27 Acres), 7004 Hilo Street, TMS # 19203-10-20

Notes:

First Reading: December 19, 2017

Second Reading: February 6, 2018

Third Reading: February 20, 2018 {Tentative}

Public Hearing: December 19, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 19203-10-20 FROM RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); 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 # 19203-10-20 from Residential Multi-Family Medium Density District (RM-MD) to Neighborhood Commercial District (NC) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 19, 2017
First Reading: December 19, 2017
Second Reading: February 6, 2018
Third Reading: February 20, 2018

Richland County Council Request for Action

Subject:

An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Ballentine Branch Library Dutch Fork Road; Richland County TMS # 03303-01-09 & 02 (portion)

Notes:

December 19, 2017 - The committee recommended approving the ordinance deeding water lines to the City of Columbia servicing the Ballentine Library Branch.

First Reading: February 6, 2018

Second Reading: February 20, 2018 {Tentative}

Third Reading: March 6, 2018 {Tentative}

Public Hearing: March 6, 2018



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Development and Services Committee Meeting December 19, 2017 Committee Briefing Document

Agenda Item

An Ordinance authorizing deed to the City of Columbia for water lines serving the Ballentine Branch Library, Dutch Fork Road; Richland County TMS#03303-01-06 & 02 (Portion); CF#336-15.

Background

In April of this year, the Library's attorneys contacted the County about obtaining a deed for Water Lines serving the Ballentine Library Branch. At that time, the requested was for an extremely expedited time line, which the County could not accommodate. In the interim, the Library was able to obtain temporary water services from the City until such time as the Deed could be obtained, so as to not delay opening of the Library branch. Unfortunately, the item was never placed on a Council agenda. Thus, the request from April is now before Council.

Issues

The Library needs permanent water service from the City for the Ballentine Library Branch on Dutch Fork Road.

Fiscal Impact

None anticipated.

Past Legislative Actions

None known at this time.

Alternatives

1. Approve the ordinance (attached) deeding water lines to the City of Columbia servicing the Ballentine Library Branch.
2. Do not approve the ordinance and find alternate water service for the Ballentine Library Branch.

Staff Recommendations

It is recommended that the ordinance be approved and the water lines deeded.

Submitted by: Legal Department

Date: 11/14/17

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-17HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA
FOR CERTAIN WATER LINES TO SERVE THE BALLENTINE BRANCH
LIBRARY DUTCH FORK ROAD; RICHLAND COUNTY TMS #03303-01-06
& 02 (PORTION).

Pursuant to the authority 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 County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached DEED TO WATER LINES FOR BALLENTINE BRANCH LIBRARY DUTCH FORK ROAD; RICHLAND COUNTY TMS#03303-01-06 & 02 (PORTION); CF#336-15, which is attached hereto and incorporated herein.

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

SECTION III. Conflicting Ordinances. 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 enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle Onley
Assistant Clerk of Council

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

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

DEED TO WATER LINES FOR BALLENTINE
BRANCH LIBRARY DUTCH FORK ROAD;
RICHLAND COUNTY TMS#03303-01-06 & 02
(PORTION); CF#336-15

RICHLAND COUNTY

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County (also hereinafter referred to as "Grantor") of Columbia, South Carolina, does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead to fire hydrants lines (including 6" DIP) and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #336-15, which is incorporated herein by specific reference thereto.

A 6" water line beginning at a 24"x6" tapping sleeve, valve and tie to an existing 24" City water line (CF#220-22), located in the southern right-of-way of Dutch Fork Road (US Hwy. #76), one hundred seventy-five (175) feet south of the southwestern corner of "Library Building"; thence extending therefrom in a northerly direction crossing Dutch Fork Road and onto the subject property, for a distance of one hundred two (102) feet to a 45° bend, located on the subject property seventy-three (73) feet south of the southwestern corner of said "Library Building"; thence turning and extending therefrom in a northeasterly direction along the subject property, for a distance of twenty-one (21) feet to a meter valve, located on the subject property one hundred two (102) feet southwest of the southeastern corner of "Library Building"; thence terminating.

ALSO, a 6" water line beginning at a 6"x6"x6" tee on the aforescribed 6" water line, located on the subject property one hundred thirteen (113) feet southwest of the southeastern corner of "Library Building"; thence extending therefrom in a northwesterly direction along the subject property, for a distance of thirteen (13) feet to a fire hydrant, located on the subject property one hundred ten (110) feet southwest of the southeastern corner of said "Library Building"; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, its contractor, agent or any other party acting on behalf of the Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in the development of property served by said water lines and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of ingress, egress, operation, reconstruction, repair and maintenance of said water lines. The Grantor hereby agrees that no future construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also granted herein is an easement over lands of Grantor for access, ingress and egress across all private drives, alleys, buffers, roadways, common areas and parking areas for operation, maintenance, reconstruction, extension of services and repair of all water lines for this development.

APPROVED AS TO FORM

1

NAH 3/15/17

Legal Department City of Columbia, SC

This conveyance also includes all water line easements shown on a set of record drawings for Ballentine Branch Library, in Richland County and near the Town of Irmo, South Carolina, dated October 16, 2015, last revised March 13, 2017, prepared for Richland County by Cox and Dinkins, Inc., McTilden Atkins, III, S.C.P.E. #23105 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #336-15.

These water lines are more clearly delineated on a set of record drawings for Ballentine Branch Library, in Richland County and near the Town of Irmo, South Carolina, dated October 16, 2015, last revised March 13, 2017, prepared for Richland County by Cox and Dinkins, Inc., McTilden Atkins, III, S.C.P.E. #23105 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #336-15.

bdm

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor, warrants that Grantor is the lawful owner of the subject property and has the right to convey same; and that the property is free and clear of any and all liens and encumbrances of whatsoever kind or nature, except those set forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this _____ day of _____, 2017.

WITNESSES:

RICHLAND COUNTY

(Witness #1 Signature)

By: _____
(Signature)

(Witness #2 Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF)
)
COUNTY OF)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____ of _____
(Name of Officer and Title)

_____ on behalf of the within-named Grantor.
(City and State)

(Notary's Signature)

NOTARY PUBLIC FOR STATE OF _____

MY COMMISSION EXPIRES _____

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Ballentine Branch Library with Richland County as Grantor and the City of Columbia, as Grantee, this _____ day of _____ 20_____

State Bar Number and License#: _____

COVENANT

At any future time should any part of the real property become contiguous to the City limits of the City of Columbia, all then current owner(s) of the entire parcel of real property will petition to have the real property annexed into the City of Columbia by submitting a proper and sufficient annexation petition at such time as the City of Columbia makes a written request to the then current owner(s) to submit the petition for annexation required by this Covenant.

ENFORCEMENT OF COVENANT

Failure of the owner(s) to submit the petition for annexation required by the Covenant upon written request by the City of Columbia to cause such real property to be annexed into the City of Columbia upon any portion thereof becoming contiguous to the City limits of the City of Columbia will result in a termination of water or sewer service to all of the real property until such time the owner(s) of the real property cause the real property to be annexed into the City of Columbia. Additionally, this Covenant may be enforced by an action for specific performance. In addition to the remedies specifically set forth herein, all public and private remedies allowed by law or in equity against anyone in violation of this Covenant shall be available. All of the remedies set forth herein are cumulative and not exclusive. Any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia shall be entitled to bring an action for enforcement of the Covenant at such time as the City of Columbia has made the written request upon the then current owner(s) to submit a proper and sufficient annexation petition as required by the Covenant and the then current owner(s) have failed to submit the aforesaid petition within thirty (30) days of the written request.

The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia to bring an action to enforce this Covenant shall not operate as a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia fail to bring action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

DURATION OF COVENANT

This covenant shall run with the land and shall be binding upon any person or entity having any right, title or interest in the real property, or any portion thereof, including Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, forever.

INTERPRETATION

In interpreting words in this Declaration of Covenant, unless the context shall otherwise provide or require, singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

The headings are included for purposes of convenient reference and such shall not affect the meaning or interpretation of this Declaration of Covenant.

Richland County Council Request for Action

Subject:

17-036MA, Richland County, PDD to PDD (2 Acres), 1 Summit Parkway, TMS # R23000-03-07

Notes:

First Reading: December 19, 2017

Second Reading: February 6, 2018

Third Reading: February 20, 2018 {Tentative}

Public Hearing: December 19, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 23000-03-07 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); 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 # 23000-03-07 from Planned Development District (PDD) zoning to Planned Development District (PDD) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 19, 2017
First Reading: December 19, 2017
Second Reading: February 6, 2018
Third Reading: February 20, 2018

Richland County Council Request for Action

Subject:

17-039MA, Troy Berry, RS-LD to NC (2 Acres), 1215 North Brickyard Road, TMS #
20100-05-01 & 02

Notes:

First Reading: December 19, 2017

Second Reading: February 6, 2018

Third Reading: February 20, 2018 {Tentative}

Public Hearing: December 19, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 20100-05-01 and 02 FROM RESIDENTIAL SINGLE-FAMILY LOW DENSITY DISTRICT (RS-LD) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); 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 # 20100-05-01 and 02 from Residential Single-Family Low Density District (RS-LD) To Neighborhood Commercial District (NC) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 19, 2017
First Reading: December 19, 2017
Second Reading: February 6, 2018
Third Reading: February 20, 2018

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-181, Roads; Subsection (B), Design Standards for Public or Private Roads; Paragraph (4), Cul-de-Sacs; Subparagraph (C), Cul-de-Sac Design; so as to amend the requirement for a landscaped interior island

Notes:

First Reading: December 19, 2017

Second Reading: February 6, 2018

Third Reading: February 20, 2018 {Tentative}

Public Hearing: December 19, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-17HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-181, ROADS; SUBSECTION (B), DESIGN STANDARDS FOR PUBLIC OR PRIVATE ROADS; PARAGRAPH (4), CUL-DE-SACS; SUBPARAGRAPH (C), CUL-DE-SAC DESIGN; SO AS TO AMEND THE REQUIREMENT FOR A LANDSCAPED INTERIOR ISLAND

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-181, Roads; Subsection (b), Design standards for public or private roads; Paragraph (4) Cul-de-sacs; Subparagraph (C), Cul-De-Sac Design; is hereby amended to read as follows:

Cul-de-sac design. Cul-de-sacs shall terminate in a circular turnaround having a minimum right-of-way of at least one hundred (100) feet in diameter and a paved turnaround with a minimum outside diameter of eighty (80) feet, or other approved type of turn around, including T's, Y's or landscaped islands with a minimum right-of-way sufficient for county maintenance. In addition, all cul-de-sacs must have either a landscaped interior island, at least forty (40) feet in diameter or a minimum of 5,024 square feet or the area of the proposed cul-de-sac of natural land preserved to increase pervious area within the development. This preserved natural area cannot be wetlands, streams, buffers, already preserved lands, or other sensitive areas. The minimum pavement width around a cul-de-sac island shall be sixteen (16) feet, and this portion of the pavement shall be designated as a one-way for traffic purposes. A provision for adequate drainage must be designed for the island; and a provision for maintenance of landscaping on the island must be included in the recorded restrictive covenants for the subdivision.

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 enforced from and after _____, 2018.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2018

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: December 19, 2017
First Reading: December 19, 2017
Second Reading: February 6, 2018
Third Reading: February 20, 2018

Richland County Council Request for Action

Subject:

An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (i) entering into intergovernmental agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (ii) securing required audits from organizations receiving funds from the transportation sales and use tax, (iii) approving future changes to the infrastructure projects being funded with the transportation sales and use tax, including cost and scope; and (iv) the annual budgeting process; ratifying prior actions including: (i) changes in the cost and scope of infrastructure projects, (ii) prioritization of said projects, and (iii) appropriation of funds for said projects; and providing for the appropriation and expenditure of the transportation sales and use tax for the remainder of fiscal year 2017-2018; and other matters related thereto

Notes:

First Reading: February 6, 2018
Second Reading: February 20, 2018 {Tentative}
Third Reading: March 6, 2018 {Tentative}
Public Hearing: March 6, 2018

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change
			Begin Location	End Location	Begin Location	End Location							
WIDENINGS													
1	7, 8, 9	Construction	Farrow Road	Lake Carolina Blvd	Farrow Road	Lake Carolina Blvd	\$ 18,159,870.80	\$ 11,700,929.20	\$ 29,860,800.00	\$ 29,860,800.00	SCDOT managed project.		
2	9, 10	ROW	Old Clemson Rd	Sparkleberry Crossing Rd	Old Clemson Rd	Chimneyridge Drive	\$ 3,141,115.09	\$ 16,462,077.88	\$ 19,603,192.97	\$ 23,400,000.00	Termini changed from Sparkleberry Crossing to Chimney Ridge due to existing 5-lanes from Sparkleberry Crossing to Chimney Ridge.	X	
3	11	ROW	Fairmont Rd	Lower Richland Blvd	Fairmont Rd	Lower Richland Blvd	\$ 404.80	\$ 3,999,595.20	\$ 4,000,000.00	\$ 4,000,000.00	SCDOT managed project.		
4	4	Construction	Anthony Avenue	Fuller Avenue	Anthony Avenue	Fuller Avenue	\$ 22,916,571.23	\$ 32,309,583.33	\$ 55,226,154.56	\$ 30,000,000.00	Revised Cost after outside funding (\$16.6M Tiger Grant; \$1.3M Federal Earmark; \$5.8M City of Columbia) is \$31.5M which is \$1.5M over referendum. Note that revised cost includes \$3.6M in contingency.		X
5	10	Complete	I-77	Rosewood Dr	George Rogers Blvd	Rosewood Dr.	\$ 8,950,412.98	\$ 335,275.42	\$ 9,285,688.40	\$ 16,700,000.00	Termini of I-77 changed to S. Beltline due to existing 4-lanes. George Rogers to National Guard Armory completed by others. Revised total cost after outside funding (\$1M SCDOT, \$800K CTC) is \$47.7M which is over referendum. In March 2016, Council approved revised termini and acceptance of outside funding. Reasons for increased costs: Includes replacing a culvert over a creek and raising the grade of the roadway approximately 5 feet. Due to the large area of paved parking lots and minimal drainage outfalls, the stormwater pipes would be extremely large. Also, due to the heavy industrial area, utility relocation costs would be greater than normal.	X	X
5	10	Design	I-77	Rosewood Dr	S. Beltline Blvd.	National Guard Rd	\$ 1,868,838.65	\$ 38,334,631.94	\$ 40,203,470.59			X	X
6	10	Design	I-77	George Rogers Blvd	S. Beltline Blvd.	George Rogers Blvd	\$ 1,771,280.68	\$ 58,410,799.97	\$ 60,182,080.65	\$ 33,100,000.00	Termini of I-77 changed to S. Beltline due to existing 4-lanes. Cost is over referendum. Substantial increase due to likely relocation of residential and commercial buildings. This corridor has an unusually high number of significant utilities as well; specifically, data and communication hubs that service the fairgrounds, Williams-Brice Stadium and SCETV network building, and 2 major water lines that will likely require relocation (per recent correspondence with SCDOT). The widening corridor also crosses 2 railroad crossings.	X	
7	10, 11	ROW	Bluff Rd	Garners Ferry Rd	Bluff Rd	Garners Ferry Rd	\$ 4,449,559.57	\$ 37,321,072.71	\$ 41,770,632.28	\$ 17,600,000.00	Cost is over referendum. Substantial increase due to 2 railroad crossings, a new triple box culvert, a box culvert extension, intersection improvements at Garners Ferry Road and Shop Road and the relocation of AT&T equipment.		X
8	10, 11	Design	Bluff Rd	Garners Ferry Rd	Bluff Rd	Garners Ferry Rd	\$ 1,605,275.37	\$ 38,427,513.79	\$ 40,032,789.16	\$ 18,200,000.00	In May 2016, Council approved the section change from Bluff to Metal Park Drive. Cost over referendum. Substantial increase due to utilities, bridge over a creek and 2 railroad crossings.	X	X
9	2, 7	Design	Syrup Mill Rd	I-77	Syrup Mill Rd	I-77	\$ 361,297.38	\$ 10,070,293.36	\$ 10,431,590.74	\$ 8,000,000.00	Over referendum due to construction inflation.		X
10	1	Design	Royal Tower Rd	I-26 (Exit 97)	Royal Tower Rd	Dutch Fork Road	\$ 756,668.50	\$ 38,951,744.52	\$ 39,708,413.02	\$ 29,000,000.00	In March 2017, Council approved the termini change to Dutch Fork to better align with referendum funding. Over referendum.	X	X
11	9, 10	Not Started	Two Notch Rd	Percival Rd	Two Notch Rd	Percival Rd	\$ 404.80	\$ 49,502,426.29	\$ 49,502,831.09	\$ 26,600,000.00	Cost is over referendum. Substantial increase due to replacement of a culvert and raising the grade approximately 7 feet, as well as potential bridge widening / replacement over I-20 (not assumed in original PB cost estimate). Also includes multiple significant intersection improvements.		X
12	11	Not Started	Rabbit Run Rd	Garners Ferry Rd	Rabbit Run Rd	Garners Ferry Rd	\$ 404.80	\$ 6,975,345.60	\$ 6,975,750.40	\$ 6,100,000.00	Over referendum due to construction inflation.		X
13	8, 9, 10	Not Started	Mallet Hill Rd	Two Notch Rd	Mallet Hill Rd	Two Notch Rd	\$ 404.80	\$ 15,975,306.14	\$ 15,975,710.94	\$ 12,800,000.00	Over referendum due to construction inflation.		X
14	2, 7	Not Started	Winnsboro Rd	Syrup Mill Rd	Various	Various	\$ 2,648.56	\$ 26,184,001.82	\$ 26,186,650.38	\$ 21,000,000.00	In March 2015, Council modified project in accordance with referendum. Traffic Circle at Blythewood/Cobblestone being constructed with Blythewood Phase 1 and \$1.5 Million to be moved to Phase 1. Over referendum	X	
Outside Funding Total Widenings							\$ 63,985,158.01	\$ 384,960,597.17	\$ 448,945,755.18	\$ 26,531,673.45	Outside Funding Total Widenings		
									\$ 172,584,955.18	\$ 62.45%	Over/Under referendum budget		

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change		
			Begin Location	End Location	Begin Location	End Location									
INTERSECTION IMPROVEMENTS															
NR		Clemson Rd. & Rhame Rd./North Springs Rd.	8, 9	Complete	Clemson Rd.	Rhame Rd./North Springs Rd.	Clemson Rd.	ame Rd./North Springs I	\$ 3,206,077.42	\$ 857,308.26	\$ 4,063,385.68	\$ 3,500,000.00		X	
NR		Broad River Rd. and Rushmore Rd.	2	Complete	Broad River Rd.	Rushmore Rd.	Broad River Rd.	Rushmore Rd.	\$ 1,195,215.27	\$ 113,763.74	\$ 1,308,979.01	\$ 3,700,000.00			
NR		Farrow Rd. and Pisgah Church Rd.	7	ROW	Farrow Rd.	Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.	\$ 938,079.82	\$ 1,306,219.04	\$ 2,244,298.86	\$ 3,600,000.00			
NR		North Springs Rd. and Risdon Way	8, 9	Complete	North Springs Rd.	Risdon Way	North Springs Rd.	Risdon Way	\$ 1,741,163.17	\$ 275,881.78	\$ 2,017,044.95	\$ 1,800,000.00		X	
NR		Summit Pkwy and Summit Ridge Rd.	8, 9	Complete	Summit Pkwy	Summit Ridge Rd.	Summit Pkwy	Summit Ridge Rd.	\$ 1,370,297.17	\$ 161,111.83	\$ 1,531,409.00	\$ 500,000.00		X	
NR		Kennerly Rd. & Coogler Rd./Steeple Ridge Rd.	1	Complete	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	ogler Rd./Steeple Ridge	\$ 2,447,654.73	\$ 532,456.92	\$ 2,980,111.65	\$ 1,900,000.00		X	
NR		Wilson Blvd. and Pisgah Church Rd.	7	Complete	Wilson Blvd.	Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.	\$ 404.80	\$ (404.80)	\$ -	\$ 3,600,000.00	Completed by SCDOT = \$0; however, this does not reflect in a \$6.2m savings to the County for total intersection improvements.		
1		Wilson Blvd. and Killian Rd.	7	Complete	Wilson Blvd.	Killian Rd.	Wilson Blvd.	Killian Rd.	\$ 404.80	\$ (404.80)	\$ -	\$ 2,600,000.00			
2		Clemson Rd. and Sparkleberry Ln.	9, 10	ROW	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	leberry Ln. (to Mallet Hill	\$ 3,482,940.29	\$ 11,446,212.01	\$ 14,929,152.30	\$ 5,100,000.00	In July 2016, Council approved innovative design, which is currently being developed. Over referendum.	X	
3		Bull St. and Elmwood Ave.	4	Design	Bull St.	Elmwood Ave.	Bull St.	Elmwood Ave.	\$ 404.80	\$ 3,076,032.62	\$ 3,076,437.42	\$ 2,000,000.00	Over referendum	X	
4		North Main St / Monticello Rd	4	Construction	North Main St.	Monticello Rd.	North Main St.	Monticello Rd.	\$ 404.80	\$ 5,399,595.20	\$ 5,400,000.00	\$ 5,400,000.00	This intersection is being constructed as part of North Main Widening. Can funds of \$5.4m be transferred to the North Main Widening project?	X	
5		Hardscrabble & Kelly Mill Rd. / Rimer Pond Rd.	2, 9	Construction	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	lly Mill Rd./Rimer Pond F	\$ 404.80	\$ (404.80)	\$ -	\$ 3,000,000.00	Completed by SCDOT with Hardscrabble Widening = \$0; however, this does not reflect a \$3.0m savings to the County for total intersection improvements.		
6		Garners Ferry Rd. and Harmon Rd.	11	Design	Garners Ferry Rd.	Harmon Rd.	Garners Ferry Rd.	Harmon Rd.	\$ 109,911.93	\$ 924,158.01	\$ 1,034,069.94	\$ 2,600,000.00			
7		North Springs Rd. and Harrington Rd.	8, 9	Design	North Springs Rd.	Harrington Rd.	North Springs Rd.	Harrington Rd.	\$ 126,474.98	\$ 849,857.02	\$ 976,332.00	\$ 2,000,000.00			
8		Screaming Eagle Rd. and Percival Rd.	9, 10	Design	Screaming Eagle Rd.	Percival Rd.	Screaming Eagle Rd.	Percival Rd.	\$ 133,451.11	\$ 2,059,903.92	\$ 2,193,355.03	\$ 1,000,000.00		X	
Total Intersection Improvements									\$ 14,753,289.89	\$ 27,001,285.94	\$ 41,754,575.83	\$ 42,300,000.00	\$9.2m of foregone savings from SCDOT funding are not reflected here because of spending above the referendum amounts on other projects in this category.		
											\$ (545,424.17)				
											-1.29%	Over/Under referendum budget			

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change
			Begin Location	End Location	Begin Location	End Location							
SPECIAL PROJECTS													
1, 6		Riverbanks Zoo Transportation Projects 1 & 2	5	Complete	na	na	\$ 3,345,525.21	\$ 654,474.79	\$ 4,000,000.00	\$ 4,000,000.00			
2		Innovista 1 (Greene St. Phase 1)	5	Complete	na	na	\$ 18,115,739.72	\$ 428,677.79	\$ 18,544,417.51	\$ 50,000,000.00	Budgets were never established for the three phases.		
4		Innovista 2 (Greene St. Phase 2)	5	ROW	na	na	\$ 1,152,484.45	\$ 26,943,495.66	\$ 28,095,980.11				
9		Innovista 3 (Williams St.)	5	Not Started	na	na	\$ -	\$ 3,359,602.38	\$ 3,359,602.38			Amount appears to be insufficient to complete a construction project for the third phase.	
3		Shop Road Extension Phase 1	10	Construction	na	na	\$ 12,406,662.69	\$ 20,417,499.31	\$ 32,824,162.00	\$ 71,800,000.00	Current estimate includes outside funding of \$3,758,565.00; exceeds Referendum amount		
5		Shop Road Extension Phase 2	10	Not Started	na	na	\$ -	\$ 42,734,403.00	\$ 42,734,403.00				
7		Kelly Mill Road	2, 9	Not Started	na	na	\$ -	\$ 4,500,000.00	\$ 4,500,000.00	\$ 4,500,000.00			
8		Commerce Drive Improvements	10	Not Started	Royster St.	Jim Hamilton Blvd.	\$ -	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00			
NEIGHBORHOOD MASTER PLANS													
1		Southeast Richland Neighborhood Improvements	11	ROW			\$ 1,066,031.37	\$ 5,633,968.63	\$ 6,700,000.00	\$ 6,700,000.00			
2		Broad River Neighborhood Improvements	4	ROW			\$ 344,077.78	\$ 1,535,922.22	\$ 1,880,000.00	\$ 1,700,000.00	Current estimate includes outside funding of \$180,000.		
3		Decker Blvd/Woodfield Park Neighborhood Improvements	8	Design			\$ 98,943.35	\$ 12,301,056.65	\$ 12,400,000.00	\$ 12,400,000.00			
4		Candlewood Neighborhood Improvements	8	Design / Construction			\$ 115,934.76	\$ 1,784,065.24	\$ 1,900,000.00	\$ 1,900,000.00			
5		Crane Creek Neighborhood Improvements	7	Design			\$ -	\$ 14,400,000.00	\$ 14,400,000.00	\$ 14,400,000.00			
6		Trenholm Acres / Newcastle Neighborhood Improvements	3	Not Started			\$ -	\$ 5,400,000.00	\$ 5,400,000.00	\$ 5,400,000.00			
7		Broad River Corridor Neighborhood Improvements	2, 4, 5, 7	Not Started			\$ -	\$ 20,500,000.00	\$ 20,500,000.00	\$ 20,500,000.00			
NR		Assembly Street RR Grade Separation		Not Started	na	na	\$ -	\$ -	\$ -	\$ -			
Outside Funding										\$ 3,938,565.25	Outside Funding		
Total Special Projects										\$ 198,300,000.00	Total Special Projects		
Total Special Projects										\$ 3,938,565.00			
Total Special Projects										1.99%	Over/Under referendum budget		
INTERCHANGE													
NR		INTERCHANGE (I-20 / Broad River Road)			I-20 / Broad River	I-20 / Broad River	\$ -	\$ -	\$ -	\$ -	\$ 52,500,000.00	Project to be constructed as part of Carolina Crossroads by SCDOT. Need letter from SCDOT	
Total Interchange							\$ -	\$ -	\$ -	\$ -	\$ 52,500,000.00		
PROGRAM													
		Dirt Road Paving Program		Various	County Wide	County Wide	\$ 9,703,350.40	\$ 35,296,649.60	\$ 45,000,000.00	\$ 45,000,000.00			
		Local Road Resurfacing Program		Various	County Wide	County Wide	\$ 13,735,499.43	\$ 27,664,500.57	\$ 41,400,000.00	\$ 40,000,000.00	Revised Cost after outside funding (\$1.4M in CTC funds) is \$40M, equal to Referendum		
NR		Mitigation Bank		Active			\$ 9,545,235.92	\$ -	\$ 9,545,235.92	\$ -	Mitigation Bank costs were not identified or funded separately in the Referendum.	X	X
NR		Access Management & Complete Streets Initiatives		Not Started	County Wide	County Wide	\$ -	\$ -	\$ -	\$ 94,536.00			
NR		County-Wide Corridor Improvement Plan		Not Started	County Wide	County Wide	\$ -	\$ -	\$ -	\$ 189,072.00			
NR		County-Wide Thoroughfare Plan		Not Started	County Wide	County Wide	\$ -	\$ -	\$ -	\$ 189,072.00	Funding amounts insufficient for stand-alone studies/plans.		
NR		County-Wide HOV Lane Study		Not Started	County Wide	County Wide	\$ -	\$ -	\$ -	\$ 141,804.00			
NR		Intelligent Transportation System		Not Started	County Wide	County Wide	\$ -	\$ -	\$ -	\$ 945,360.00			
Outside Funding										\$ 1,400,000.00	Outside Funding		
Total Program										\$ 86,559,844.00	Total Program		
Total Program										\$ 9,385,391.92			
Total Program										10.84%	Over/Under referendum budget		

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change			
			Begin Location	End Location	Begin Location	End Location										
GREENWAY PROJECTS																
1	Three Rivers Greenway Extension 1	5, 10	Construction				\$ 2,091,912.29	\$ 5,810,329.71	\$ 7,902,242.00	\$ 7,902,242.00						
2	Lincoln Tunnel Greenway	4, 5	Complete				\$ 1,469,049.78	\$ 44,772.47	\$ 1,513,822.25	\$ 892,739.00	Revised Cost after outside funding (\$985K PRTM grant; \$224K City of Columbia) - over Referendum amount		X			
3	Gills Creek A (Lake Katherine to Congaree)	6, 10	Design				\$ 155,047.18	\$ 2,091,112.82	\$ 2,246,160.00	\$ 2,246,160.00						
3	Gills Creek B (Wildcat Creek/Fort Jackson)	6, 10	Not Started				\$ -	\$ 2,785,897.00	\$ 2,785,897.00	\$ 2,785,897.00						
3	Gills Creek North C (Trenholm to Lake Katherine)	6, 10	Not Started				\$ -	\$ 344,667.00	\$ 344,667.00	\$ 344,667.00						
4	Smith/Rocky Branch A (Three Rivers to Clement Rd)	4	Not Started				\$ -	\$ 431,183.00	\$ 431,183.00	\$ 431,183.00						
4	Smith/Rocky Branch B (Clement Rd to Colonial Dr)	4	Not Started				\$ -	\$ 1,415,316.00	\$ 1,415,316.00	\$ 1,415,316.00						
4	Smith/Rocky Branch C (Rocky Branch to Harden)	4	Not Started				\$ 1,795.02	\$ 899,326.98	\$ 901,122.00	\$ 901,122.00						
5	Crane Creek A (Monticello Rd to Three Rivers)	4	Not Started				\$ -	\$ 1,541,816.00	\$ 1,541,816.00	\$ 1,541,816.00						
5	Crane Creek B (to Smith Branch)	4	Not Started				\$ -	\$ 460,315.00	\$ 460,315.00	\$ 460,315.00						
5	Crane Creek C (Crane Forest)	4	Not Started				\$ -	\$ 793,908.00	\$ 793,908.00	\$ 793,908.00						
6	Columbia Mall Greenway	3, 8	Not Started				\$ -	\$ 648,456.00	\$ 648,456.00	\$ 648,456.00						
7	Polo Road / Windsor Lake Boulevard Connector	3, 8	Not Started				\$ -	\$ 385,545.00	\$ 385,545.00	\$ 385,545.00						
8	Woodbury / Old Leesburg Connector	11	Not Started				\$ -	\$ 116,217.00	\$ 116,217.00	\$ 116,217.00						
9	Dutchman Boulevard Connector	4	Not Started				\$ -	\$ 105,196.00	\$ 105,196.00	\$ 105,196.00						
Outside Funding										\$ 323,680.00	Outside Funding					
Total Greenway Projects										\$ 3,717,804.27	\$ 17,874,057.98	\$ 21,591,862.25	\$ 20,970,779.00	Total Greenway Projects		
										\$ 621,083.25						
										2.96%				Over/Under referendum budget		
PEDESTRIAN IMPROVEMENT PROJECTS																
High	Assembly St and Laurel St	4	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
High	Blossom St and Saluda Ave	5	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
High	Elmwood Ave and Park St	4	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
High	Rosewood Dr and Beltline Blvd	5, 6	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Medium	Assembly St and Calhoun St	4	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Medium	Assembly St and Gervais St	4, 5	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Medium	Assembly St and Washington St	4, 5	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Medium	Rosewood Dr and Harden St	5	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Low	Main St and Calhoun St	4	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Low	Rosewood Dr and Holly St	5	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Low	Rosewood Dr and Kilbourne Rd	5, 6	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Low	Rosewood Dr and Pickens St	5, 10	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Low	Two Notch Rd and Brickyard Rd	8, 9	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
Low	Two Notch Rd and Sparkleberry Ln	9	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
NR	Main St and Laurel St	4	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
NR	Rosewood Dr and Marion St	5, 10	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
NR	Rosewood Dr and Ott Rd	5	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
NR	Two Notch Rd and Maingate Dr/Windsor Lake Blvd	3	Procurement				\$ 3,465.72	\$ 59,517.28	\$ 62,983.00	\$ 94,536.00						
High	Harden St and Gervais St	4, 5	Complete				\$ -	\$ -	\$ -	\$ 94,536.00	These projects were completed by other entities before the Richland Penny program was implemented. No Richland Penny funds were used. The Referendum amounts for these projects are \$1.1m.					
High	Huger St and Gervais St	5	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
Medium	Elmwood Ave and Bull St	4	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
Medium	Huger St and Greene St	4	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
Medium	Huger St and Lady St	5	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
Medium	Two Notch Rd and Decker Blvd/Parklane Rd	3, 7	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
Low	Two Notch Rd and Alpine Rd	3, 7	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
NR	Broad River Rd and Bush River Rd	4, 5	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
NR	Devine St and Harden St/Santee Ave	5	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
NR	Huger St and Blossom St	5	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
NR	Main St and Blanding St	4	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
NR	Main St and Elmwood Ave	4	Complete				\$ -	\$ -	\$ -	\$ 94,536.00						
	Garners Ferry and Atlas Road (1)	11	ROW				\$ -	\$ -	\$ -	\$ -		To be completed as part of Atlas Road Widening. Listed but not funded in Referendum.				
	Garners Ferry Rd and Hallbrook Dr / Pineview Rd (2)	11	Design				\$ -	\$ -	\$ -	\$ -		To be completed as part of Pineview Road Widening. Listed but not funded in Referendum.				
	Two Notch Rd and Polo Rd (3)	8, 9	Not Started				\$ -	\$ -	\$ -	\$ -		To be completed as part of Polo Road Widening. Listed but not funded in Referendum.				
	Polo Rd and Mallet Hill Rd (4)	8, 9, 10	Not Started				\$ -	\$ -	\$ -	\$ -		To be completed as part of Polo Road Widening. Listed but not funded in Referendum.				
	Assembly St and Greene St (5)	5	Previously Completed				\$ -	\$ -	\$ -	\$ -		Funded by USC. No Richland Penny funds used.				
	Assembly St and Pendleton St (6)	4, 5	Previously Completed				\$ -	\$ -	\$ -	\$ -	Funded by USC. No Richland Penny funds used.					
Total Pedestrian Improvement Projects							\$ 48,520.11	\$ 833,241.89	\$ 881,762.00	\$ 2,457,936.00						

Priority
 Ranking

Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change
		Begin Location	End Location	Begin Location	End Location							
									\$ (1,576,174.00)			
									-64.13%	Over/Under referendum budget		

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change
			Begin Location	End Location	Begin Location	End Location							
SIDEWALK PROJECTS													
High	Lower Richland	11	Not Started	Rabbit Run Rd. (S-2089)	Garners Ferry Rd. (US 76)	Rabbit Run Rd. (S-2089)	Garners Ferry Rd. (US 76)	\$ -	\$ -	\$ 260,077.00	Part of Widening.		
High	Wildwood Ave. (S-203)	4	Complete	Monticello Rd. (S-215)	Ridgewood Ave. (S-76)	Monticello Rd. (S-215)	Ridgewood Ave. (S-76)	\$ 113,125.91	\$ 51,760.66	\$ 164,886.57	\$ 264,449.00	Wildwood and Windover projects were combined and costs were under the Referendum.	
High	Windover St. (S-1372)	3	Complete	Two Notch Rd. (US 1)	Belvedere Dr. (S-1358)	Two Notch Rd. (US 1)	Belvedere Dr. (S-1358)				\$ 187,942.00		
High	Maple St. (City)	6	Complete	Kirby St. (City)	Gervais St. (US 1)	Kirby St. (City)	Gervais St. (US 1)	\$ 168,313.87	\$ 43,812.94	\$ 212,126.81	\$ 132,502.00	Maple and Mildred projects were combined and costs were under the Referendum.	
High	Mildred Ave. (S-797)	4	Complete	Westwood Ave. (S-860)	Duke Ave. (S-126)	Westwood Ave. (S-860)	Duke Ave. (S-126)				\$ 151,536.00		
High	Leesburg Rd.	11	Design	Garners Ferry Rd. (US 76)	Semmes Rd. (City)	Garners Ferry Rd. (US 76)	Semmes Rd. (City)	\$ -	\$ -	\$ -	\$ 475,200.00	To be coordinated with SCDOT widening Project. No Richland Penny funds expected to be used.	
High	Huger St. (US 21)	5	Design	Blossom St. (US 21)	Gervais St. (US 1)	Blossom St. (US 21)	Gervais St. (US 1)	\$ 256,861.00	\$ 256,861.00	\$ 256,861.00	\$ 256,861.00	To be coordinated with City of Columbia	
High	Shandon St. (City)	5	Not Started	Rosewood Dr. (SC 16)	Heyward St. (City)	Rosewood Dr. (SC 16)	Heyward St. (City)	\$ 304,480.83	\$ 304,480.83	\$ 304,480.83	\$ 268,514.00	Indefinitely defer development due to public input.	
Medium	Franklin St. (S-165)	4	Complete	Sumter St.	Bull St. (SC 277)	N. Main	Wallace	\$ 249,098.43	\$ 132,631.67	\$ 381,730.10	\$ 785,585.00	Franklin and Jefferson were combined and costs were under the Referendum. Due to conflicts with large trees on Jefferson, Sumter to Marion not constructed. Due to conflicts to a residences on Franklin, Wallace to Bull changed to North Main to Sumter.	X
High	Jefferson St. (S-363)	4	Complete	Sumter St.	Bull St. (SC 277)	Marion	Bull St. (SC 277)				\$ 381,242.00		X
High	Wiley St. (S-1093)	10	Complete	Superior St. (S-448)	Edisto Ave. (City)	Superior St. (S-448)	Edisto Ave. (City)	\$ 77,528.13	\$ 20,015.95	\$ 97,544.08	\$ 280,896.00		
High	Senate St. (S-351)	5, 6	Complete	Gladden St. (S-351)	King St. (S-142)	Gladden St. (S-351)	King St. (S-142)	\$ 124,250.52	\$ 48,368.72	\$ 172,619.24	\$ 476,230.00		
High	Magnolia St. (S-94, City)	3	Procurement	Two Notch Rd. (US 1)	Pinehurst Rd. (S-943)	Two Notch Rd. (US 1)	Pinehurst Rd. (S-943)	\$ 190,817.34	\$ 1,187,551.51	\$ 1,378,368.85	\$ 828,458.00	Magnolia and School House were combined. Final Cost estimate is \$67K over referendum.	X
Medium	School House Rd. (S-1350)	3	Procurement	Two Notch Rd. (US 1)	Ervin St. (S-1350)	Two Notch Rd. (US 1)	Ervin St. (S-1350)				\$ 482,882.00		
High	Polo Rd. (S-2214)	8, 9, 10	Design	Mallet Hill Rd. (City)	Alpine Rd. (S-63)	Mallet Hill Rd. (City)	Alpine Rd. (S-63)	\$ 217,616.06	\$ 2,583,219.77	\$ 2,800,835.83	\$ 403,444.00	Design as shared-use path due to excessive costs with road improvements to construct sidewalk. Path provides greater connectivity. Cost is over Referendum.	X
High	Harrison Rd. (S-93)	3	Design	Two Notch Rd. (US 1)	Forest Dr. (SC 12)	Two Notch Rd. (US 1)	Bagnal Dr.	\$ 359,237.52	\$ 1,512,434.94	\$ 1,871,672.46	\$ 600,000.00	Bagnal to Forest Drive not to be constructed due to parking and right-of-way conflicts. Cost is Over referendum due need for curb and gutter.	X X
High	Sunset Dr. (SC 16)	4	Design	Elmhurst Rd. (S-1405)	River Dr. (US 176)	Elmhurst Rd. (S-1405)	River Dr. (US 176)	\$ 243,511.44	\$ 1,361,846.16	\$ 1,605,357.60	\$ 364,522.00	Cost is over referendum due to inflation and utility conflicts.	X
Medium	Alpine Rd. (S-63)	3, 8, 10	Design	Two Notch Rd. (US 1)	Percival Rd. (SC 12)	Two Notch Rd. (US 1)	Percival Rd. (SC 12)	\$ 274,951.65	\$ 4,011,136.53	\$ 4,286,088.18	\$ 452,075.00	Revised Cost after outside funding (bikeway referendum amount of \$1,536,100, \$802,579 in SCDOT Resurfacing and \$180,000 TAP Grant) is \$1.77M or \$1.3M over Referendum.	X
Medium	Prospect Rd. (S-357)	5	Not Started	Wilmot Ave. (City)	Yale St. (S-360)	Wilmot Ave. (City)	Yale St. (S-360)	\$ 267,863.68	\$ 267,863.68	\$ 267,863.68	\$ 137,938.00	Indefinitely defer development due to public input.	
Medium	Shandon St. (City)	5	Not Started	Wilmot Ave. (City)	Wheat St. (City)	Wilmot Ave. (City)	Wheat St. (City)	\$ 185,399.93	\$ 185,399.93	\$ 185,399.93	\$ 179,071.00	Indefinitely defer development due to public input. Council approved in April 2016.	
Medium	Percival Rd. (SC 12)	6	Design	Forest Dr. (SC 12)	Decker Blvd. (S-151)	Forest Dr. (SC 12)	Northshore Rd.	\$ 230,492.61	\$ 3,185,056.96	\$ 3,415,549.57	\$ 700,000.00	Construct sidewalk from Forest Dr. to Northshore Rd. Sidewalk currently exists from Northshore to Decker. Revised Cost after outside funding (\$2.5M from SCDOT) is \$915K or \$215K over Referendum.	
Medium	Royster St. (City)((Changed to Capers))	10	Complete	Mitchell St. (S-1989)	Superior St. (S-448)	S. Ravenel St.	S. Ott Rd.	\$ 64,701.44	\$ 43,428.02	\$ 108,129.46	\$ 95,357.00	In April 2016, Council approved modifications. Rosewood Hills Development eliminated portion of Royster. Improvements changed to Capers Ave. Cost is over referendum.	X X
Low	Bratton St. (S-139)	5	Procurement	King St. (S-142)	Maple St. (City)	King St. (S-142)	Fairview St.				\$ 386,602.00	Combined with Grand and Superior (Marion). Due to large tree conflicts, Fairview to Maple not constructed. Council approved in April 2016.	X
Low	Grand St. (S-809/S-1502)	4	Procurement	Shealy St. (City)	Hydrick St. (S-1422)	Academy St.	SC 277	\$ 405,538.29	\$ 405,538.29	\$ 405,538.29	\$ 714,622.00	Construct with Bratton and Superior (Marion). Willow to Hydrick not constructed due to large tree impacts. Shealy to Academy has existing sidewalks.	X
Medium	Superior St. (City) (Marion)	5, 10	Procurement	Whaley St. (City)	Airport Blvd. (City)	Crestwood Dr	Dreher St				\$ 778,852.00	Combined with Bratton and Grand. Construct Marion from Crestwood to Dreher due to existing sidewalk in remainder.	X

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change			
			Begin Location	End Location	Begin Location	End Location										
Medium	Clemson Rd. (S-52)	9, 10	Design	Two Notch Rd. (US 1)	Percival Rd. (SC 12)	Corporate Park Drive	Percival Rd. (SC 12)				\$ 564,728.00	Combined with bicycle accommodations from Market Place Commons to Old Clemson Rd. Sidewalk accommodations combined with bikeway accommodations from Old Clemson Rd. to Wildwood Centre Drive. Place sidewalk from Wildwood Centre Drive. to Percival Rd. Council approved in April 2016.	X			
Low	Koon Rd. (S-456)	3	Design	Melinda Rd. (City)	Farmview St. (City)	Prescott Rd.	Fairwood Park				\$ 92,891.00	Existing sidewalk from Melinda Rd. to north of Prescott Rd. Construct sidewalk from the end of existing sidewalk to entrance of Fairwood Park.	X			
Medium	Pelham Dr. (City)	6	Design	Gills Creek Pkwy (City)	Garners Ferry Rd. (US 76)	at Woodhills shopping center	Garners Ferry Rd. (US 76)	\$ 73,814.34	\$ 1,152,365.19	\$ 1,226,179.53	\$ 346,774.00	Existing sidewalk from Gills Creek Parkway to Shopping Center driveway. Place sidewalk from Shopping Center driveway to Garners Ferry Rd. Council approved in April 2016.	X			
Low	Tryon St. (City)	5	Design	Catawba Ave. (City)	Heyward St. (City)	Catawba Ave. (City)	Saluda River Trail				\$ 354,446.00	Construct from Catawba to Saluda River Trail due to existing sidewalk on remainder. Council approved in April 2016.	X			
Low	Two Notch Rd. (US 1)	3, 7, 8, 9	Design	Alpine Rd. (S-63)	Spears Creek Church (S-53)	Lionsgate Dr	Spears Creek Church (S-53)				\$ 2,703,507.00	Existing sidewalk from Alpine to Lionsgate. Construct sidewalk from Lionsgate Dr to Pine Springs Rd. Construct shared-use path from Sesquicentennial State Park to Spears Creek Church Rd.	X			
Low	Assembly St. (SC 48)	5, 10	Design	Whaley St. (City)	Beltline Blvd. (SC 16)	Whaley St. (City)	George Rogers Blvd	\$ 1,920,257.00	\$ 1,920,257.00	\$ 1,920,257.00	\$ 1,920,257.00	Construct shared-use path from Whaley to George Rogers. Remainder to be constructed with Shop Road Widening.				
Low	Clemson Rd. (S-52)	7, 8, 9	Design	Longtown Rd. (S-1051)	Two Notch Rd. (US 1)	Old Clemson Rd.	Market Place Commons	\$ 714,303.15	\$ 714,303.15	\$ 465,696.00	\$ 465,696.00	Existing sidewalk from Longtown Rd. to Market Place Commons. Combine with bicycle accommodation from Market Place Commons to Old Clemson Rd.	X			
Low	Broad River Rd. (US 176)	2	Not Started	Harbison Blvd. (S-757)	Bush River Rd. (S-31)	Harbison Blvd. (S-757)	Piney Grove Rd.	\$ 1,858,645.96	\$ 1,858,645.96	\$ 2,408,361.00	\$ 2,408,361.00	Existing sidewalk from Piney Grove Rd. to Bush River Rd. Construct shared-use path from Harbison Blvd. to Piney Grove Rd.				
Low	Broad River/LMB (US 176)	2	Not Started	I-26	Harbison Blvd. (S-757)	I-26	Harbison Blvd. (S-757)	\$ 2,499,420.00	\$ 2,499,420.00	\$ 2,499,420.00	\$ 2,499,420.00	Combine with bicycle accommodation.				
Low	Broad River Rd. (US 176)	2	Not Started	Lake Murray Blvd. (SC 60)	Western Ln. (S-2894)	Lake Murray Blvd. (SC 60)	Western Ln. (S-2894)	\$ -	\$ -	\$ -	\$ -	No funding included in the referendum.				
Low	Polo Rd. (S-2214)	8, 9, 10	Not Started	Two Notch Rd. (US 1)	Mallet Hill Rd.	Two Notch Rd. (US 1)	Mallet Hill Rd.	\$ -	\$ -	\$ -	\$ -	Part of Widening. Listed but not funded in Referendum.				
Low	Bluff Rd. (SC 48)	10	Design	Rosewood Dr. (SC 16)	Beltline Blvd. (SC 16)	Rosewood Dr. (SC 16)	Beltline Blvd. (SC 16)	\$ -	\$ -	\$ -	\$ -	Part of Widening. Listed but not funded in Referendum.				
Low	Broad River Rd. (US 176)	1	Design	Royal Tower Rd. (S-1862)	Woodrow St. (City)	Royal Tower Rd. (S-1862)	Woodrow St. (City)	\$ -	\$ -	\$ -	\$ -	Part of Widening. Listed but not funded in Referendum.				
Low	Atlas Rd. (S-50)	11	ROW	Fountain Lake Way (city)	Garners Ferry Rd. (US 76)	Fountain Lake Way (city)	Garners Ferry Rd. (US 76)	\$ -	\$ -	\$ -	\$ -	Part of Widening. Listed but not funded in Referendum.				
Medium	Calhoun St. (City)	4	Complete	Gadsden St. (City)	Wayne St. (City)	Gadsden St. (City)	Wayne St. (City)	\$ -	\$ -	\$ -	\$ 91,106.00					
Low	Broad River Rd. (US 176)	4	Complete	Greystone Blvd. (S-3020)	Broad River Bridge	Greystone Blvd. (S-3020)	Broad River Bridge	\$ -	\$ -	\$ -	\$ 109,367.00					
Low	Laurel St. (S-337)	4, 5	Complete	Gadsden St. (City)	Pulaski St. (City)	Gadsden St. (City)	Pulaski St. (City)	\$ -	\$ -	\$ -	\$ 359,066.00					
Low	Wayne St. (City)	4, 5	Complete	Calhoun St. (City)	Laurel St. (S-337)	Calhoun St. (City)	Laurel St. (S-337)	\$ -	\$ -	\$ -	\$ 366,828.00					
Low	Lincoln St. (City)	5	Complete	Heyward St. (City)	Whaley St. (City)	Heyward St. (City)	Whaley St. (City)	\$ -	\$ -	\$ -	\$ 198,475.00					
Low	Pinehurst Rd. (S-943)	3	Complete	Harrison Rd. (S-93)	Forest Dr. (SC 12)	Harrison Rd. (S-93)	Forest Dr. (SC 12)	\$ -	\$ -	\$ -	\$ 1,649,672.00					
Low	Columbiana Dr. (City)	2	Complete	Lex. Co. Line	Lake Murray Blvd. (SC 60)	Lex. Co. Line	Lake Murray Blvd. (SC 60)	\$ -	\$ -	\$ -	\$ 486,272.00					
Low	Lyon St. (S-821)	5	Complete	Gervais St. (US 1)	Washington St. (City)	Gervais St. (US 1)	Washington St. (City)	\$ -	\$ -	\$ -	\$ 194,410.00					
Low	Park St. (City)	5	Complete	Gervais St. (US 1)	Senate St. (S-351)	Gervais St. (US 1)	Senate St. (S-351)	\$ -	\$ -	\$ -	\$ 170,570.00					
Low	Veterans St. (S-1534)	11	Complete	Garners Ferry Rd. (US 76)	Wormwood Dr. (city)	Garners Ferry Rd. (US 76)	Wormwood Dr. (city)	\$ -	\$ -	\$ -	\$ 171,602.00					
Low	Blythewood Rd. (S-59)	2	Complete	Main St. (S-21)	I-77	Main St. (S-21)	I-77	\$ -	\$ -	\$ -	\$ 191,601.00					
Low	Colonial Dr. (S-228)	4	Complete	Harden St. (SC 555)	Academy St. (SC 16)	Harden St. (SC 555)	Academy St. (SC 16)	\$ -	\$ -	\$ -	\$ 1,012,704.00					
Low	Veterans St. (S-1534)	6, 11	Complete	Coachmaker Rd. (City)	Coatsdale Rd. (City)	Coachmaker Rd. (City)	Coatsdale Rd. (City)	\$ -	\$ -	\$ -	\$ 45,915.00					
Low	Fort Jackson Blvd. (SC 760)	6	Complete	Wildcat Rd. (US 76)	I-77	Wildcat Rd. (US 76)	I-77	\$ -	\$ -	\$ -	\$ 343,543.00					
High	Gervais St.	5	Complete	Gist St.	450' w Gist	Gist St.	450' w Gist	\$ -	\$ -	\$ -	\$ 8,638.00					
High	Gervais St.	5	Complete	Gist St.	Huger St.	Gist St.	Huger St.	\$ -	\$ -	\$ -	\$ 84,100.00					
High	Blossom St.	5	Complete	Williams St.	Huger St.	Williams St.	Huger St.	\$ -	\$ -	\$ -	\$ 41,564.00					
Outside funding										\$ 3,482,579.00						
Total Sidewalk Projects										\$ 2,387,459.26	\$ 23,746,398.86	\$ 26,133,858.12	\$ 26,666,293.00	Total Sidewalk Projects		
										\$ (532,434.88)						
										-2%			Over/Under referendum budget			
BIKEWAY PROJECTS																
High	Broad River Rd/ Lake Murray Blvd (US 176/SC 60)	2	Not Started	I-26	Harbison Blvd (S-757)	I-26	Harbison Blvd (S-757)			\$ 14,282.00	\$ 14,282.00	Construct shared-use path from I-26 to Harbison Blvd. Sidewalk to be combined with Bikeway.				
High	Calhoun St (City)	4	Design	Wayne St (City)	Harden St (SC 555)	Wayne St (City)	Harden St (SC 555)			\$ 2,634,591.34	\$ 88,292.00	Study as possible road diet. Coordinate with Commons at Bull Street. Over referendum.	X			

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change	
			Begin Location	End Location	Begin Location	End Location								
High	Colonial Dr (S-73/City)	4	Design	Bull St (SC 277)	Slighs Ave (S-2364)	Bull St (SC 277)	Harden St.			\$ 1,086,087.75	\$ 395,430.00	Construct shared-use path from Bull St. to Harden Street after coordinating with Commons at Bull Street. Over referendum.		X
High	Fort Jackson Blvd (SC 760)	6	Design	Devine St (US 76)	Newell Rd (City)	Devine St (US 76)	Newell Rd (City)	\$ 43,217.67	\$ 971,799.81	\$ 1,015,017.48	\$ 84,224.00	Currently being studied for feasibility of shared use path. Over referendum.		X
High	Pickens St (S-2027/City)	4, 5	Design	Washington St (City)	Rosewood Dr (SC 16)	Washington St (City)	Rosewood Dr (SC 16)			\$ 3,331,336.60	\$ 1,179,744.00	Study as possible road diet. Over referendum.		X
High	Assembly St (SC-48)	5, 10	Design	Blossom St (US 21)	Rosewood Dr (SC 16)	Blossom St (US 21)	Rosewood Dr (SC 16)				\$ 717,210.00	Construct shared-use path from Blossom to Rosewood as part of the Shop Road Widening.		
High	Broad River Rd (US 176)	2, 4, 5	Design	Harbison Blvd (S-757)	Bush River Rd (S-31)	Harbison Blvd (S-757)	Bush River Rd (S-31)				\$ 321,115.00	Construct shared-use path from Harbison to Piney Grove Road. Further study bicycle accommodations from Piney Grove Road to Bush River Road. Coordinate with sidewalk from Harbison Blvd. to Bush River Rd.		
High	Rosewood Dr (SC 16)	5, 6, 10	Design	Bluff Rd (SC 48)	Garners Ferry Rd (US 76)	Bluff Rd (SC 48)	Garners Ferry Rd (US 76)				\$ 211,179.00	SCDOT reviewing restriping proposal.		
High	Whaley St (City)	5	Design	Lincoln St (City)	Pickens St (City)	S. Main	Pickens St (City)				\$ 438,198.00	SCDOT reviewing restriping proposal.		
High	Decker Blvd/ Parklane Rd/ Two Notch Rd	3, 8	Design	Two Notch Rd (US 1)	Percival Rd (SC 12)	Two Notch Rd (US 1)	Percival Rd (SC 12)			\$ 129,698.00	\$ 129,698.00	To be coordinated with Decker Neighborhood Improvement Project.		
High	Main St (US 21)	4	Complete	Elmwood Ave (US 21)	Sunset Dr (SC 16)	Elmwood Ave (US 21)	Sunset Dr (SC 16)			\$ -	\$ 75,646.00	Projects completed by other entities prior to implementation of the Richland Penny program. No Richland Penny funds were used.		
High	Bonham Rd/ Devereaux Rd/ Heathwood Cir/Kilbourne	5, 6	Design	Blossom St	Fort Jackson Blvd	Blossom St	Fort Jackson Blvd				\$ 21,691.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Catawba St	5	Design	Sumter St	Lincoln St	Sumter St	Lincoln St				\$ 250,145.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Chester St/ Elmwood Ave/ Wayne St	4	Design	Hampton St	Park St	Hampton St	Park St				\$ 12,094.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	College St/ Laurens St/ Oak St/ Taylor St	5	Design	Greene St	Elmwood Ave	Greene St	Elmwood Ave				\$ 16,331.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Gervais St	4, 5	Design	Park St	Millwood Ave	Park St	Millwood Ave				\$ 91,378.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Gervais St/ Gladden St/ Hagood Ave/ Page St/ Senate	5, 6	Design	Millwood Ave	Beltline Blvd	Millwood Ave	Beltline Blvd				\$ 22,913.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Greene St	4, 5	Design	Bull St	Saluda Ave	Bull St	Saluda Ave				\$ 359,251.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Harden St	5	Design	Devine St	Rosewood Dr	Devine St	Rosewood Dr				\$ 696,821.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Heyward St/ Marion St/ Superior St	5, 10	Design	Whaley St	Wiley St	Whaley St	Wiley St				\$ 9,748.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Huger St/ Lady St/ Park St	5	Design	Gervais St (east)	Gervais St	Gervais St (east)	Gervais St				\$ 7,295.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Main St	4	Design	Calhoun St	Elmwood Ave	Calhoun St	Elmwood Ave				\$ 1,025.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Saluda Ave	5	Design	Wheat St	Greene St	Wheat St	Greene St				\$ 3,934.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Senate St	4, 5	Design	Sumter St	Laurens St	Sumter St	Laurens St				\$ 462,572.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
High	Whaley St	5	Design	Lincoln St	Church St	Lincoln St	Church St				\$ 147,587.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
Medium	O'Neil Ct (S-1677)	3, 8	Construction	Decker Blvd (S-151)	Parklane Rd (S-1036)	Decker Blvd (S-151)	Parklane Rd (S-1036)			\$ -	\$ 85,675.00	Under construction as SCDOT resurfacing project		
Medium	Two Notch Rd (US 1)	3	Construction	Beltline Blvd (SC 16)	Parklane Rd (S-1036)	Head St	Albritton Rd			\$ -	\$ 2,435,039.00	Head St to Albritton Rd under construction as part of SCDOT resurfacing project. Albritton to Parklane disallowed by SCDOT due to inadequate width.		
Medium	Dutchman Blvd (City)	2	Design	Broad River Rd (US 176)	Lake Murray Blvd (SC 60)	Broad River Rd (US 176)	Lake Murray Blvd (SC 60)			\$ 659,144.76	\$ 115,138.00	Construct shared-use path from Broad River Road to Lake Murray Blvd as part of NIP. Over referendum.		X
Medium	Hampton St (SC 158/City)	4	Design	Pickens St (City)	Harden St (SC 10)	Pickens St (City)	Harden St (SC 10)			\$ 947,694.77	\$ 31,699.00	Study as possible road diet. Over referendum.		X
Medium	Pickens St/ Washington St/ Wayne St	4	Design	Hampton St W (SC 12)	Hampton St E (City)	Hampton St W (SC 12)	Hampton St E (City)			\$ 2,128,901.42	\$ 68,391.00	Study as possible road diet. Over referendum.		X
Medium	Two Notch Rd (US 1)	3, 7, 8, 9	Not Started	Alpine Rd (S-63)	Spears Creek Church Rd (S-53)	Alpine Rd (S-63)	Spears Creek Church Rd (S-53)				\$ 360,804.00	Construct shared-use path from Sesquicentennial Park to Spears Creek Church Rd. Study bicycle accommodations from Alpine Rd. to Sesquicentennial Park. Coordinate with sidewalk from Alpine Rd. to Spears Creek Rd.		
Medium	Main St (S-3054/City)	4, 5	Design	Pendleton St (City)	Whaley St (City)	Pendleton St (City)	Whaley St (City)			\$ 49,814.00	\$ 49,814.00	Coordinate with current SCDOT project in vicinity.		
Medium	Leesburg Rd (SC 262)	11	Design	Garners Ferry Rd (US 76)	Semmes Rd	Garners Ferry Rd (US 76)	Semmes Rd				\$ 63,360.00	SCDOT reviewing restriping proposal.		
Medium	Beltline Blvd (SC 16)	6	Design	Rosewood Dr (SC 16)	Devine St (US 76)	Rosewood Dr (SC 16)	Devine St (US 76)				\$ 24,158.00	SCDOT reviewing restriping proposal.		
Medium	Blossom St (US 21)	5	Design	Assembly St (SC 48)	Sumter St (S-177)	Assembly St (SC 48)	Sumter St (S-177)				\$ 86,381.00	SCDOT reviewing restriping proposal.		
Medium	Garners Ferry Rd (US 76)	6	Design	Rosewood Dr (SC 16)	True St (S-261)	Rosewood Dr (SC 16)	True St (S-261)				\$ 66,826.00	SCDOT reviewing restriping proposal.		
Medium	Huger St (US 21)	5	Design	Blossom St (US 21)	Gervais St (US 1)	Blossom St (US 21)	Gervais St (US 1)				\$ 256,861.00	SCDOT reviewing restriping proposal.		
Medium	Wheat St (City)	5	Design	Harden St (City)	King St (City)	Harden St (City)	King St (City)				\$ 4,351.00	SCDOT reviewing restriping proposal.		
Medium	Bull St (US 76)	4	Design	Elmwood Ave (US 21)	Victoria St (City)	Elmwood Ave (US 21)	Victoria St (City)				\$ 20,218.00	SCDOT reviewing restriping proposal.		

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change	
			Begin Location	End Location	Begin Location	End Location								
Medium	Shop Rd (SC 768)	10	Not Started	Beltline Blvd (SC 768)	Pineview Dr (SC 768)	Beltline Blvd (SC 768)	Pineview Dr (SC 768)			\$ 657,212.00	\$ 657,212.00			Provide 4' outside paved shoulders from Beltline to Pineview.
Medium	Alpine Rd (S-36)	3, 8, 10	Not Started	Two Notch Rd (US 1)	Percival Rd (SC 12)	Two Notch Rd (US 1)	Percival Rd (SC 12)				\$ 1,536,100.00			Provide widenend shoulders. Combine with Sidewalk project.
Medium	Blossom St (US 21)	5	Design	Huger St (US 21)	Assembly St (SC 48)	Huger St (US 21)	Assembly St (SC 48)			\$ -	\$ 2,619,323.00			SCDOT designing replacement of Blossom Street bridge. Coordinate with SCDOT.
Medium	Trenholm Rd	3, 8	Complete	outh of Dent Middle Schox	Decker Blvd (S-151)	South of Dent Middle School	Decker Blvd (S-151)			\$ -	\$ 123,919.00			Projects completed prior to implementation of Penny Program. Penny proceeds were not used on these projects.
Medium	Wheat St (City/S-108)	5	Complete	Sumter St (S-177)	Assembly St (SC 48)	Sumter St (S-177)	Assembly St (SC 48)				\$ 133,189.00			Bike lane currently marked on this route from S. Main to Sumter. Pedestrian overpass provides access from Sumter to beyond Assembly.
Medium	Bull St/ Henderson St/ Rice St	5	Design	Wheat St	Heyward St	Wheat St	Heyward St				\$ 5,991.00			Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.
Medium	Clement Rd/ Duke Ave/ River Dr	4	Design	Main St	Monticello Rd	Main St	Monticello Rd				\$ 30,427.00			Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change
			Begin Location	End Location	Begin Location	End Location							
Medium	Edgefield St/ Park St	4	Design	Calhoun St	River Dr	Calhoun St	River Dr			\$ 16,464.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
Medium	Elmwood Ave	4, 5	Design	Wayne St	Proposed Greenway Connector	Wayne St	posed Greenway Connector			\$ 3,893.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
Medium	Gervais St	5	Design	405'W of Gist St	Gist St	405'W of Gist St	Gist St			\$ 17,276.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
Medium	Gervais St	5	Design	Gist St	Huger St	Gist St	Huger St			\$ 84,100.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
Medium	Holt Dr/ Superior St	5, 10	Design	Wiley St	Airport Blvd	Wiley St	Airport Blvd			\$ 453,594.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
Medium	Ott Rd	5, 10	Design	Jim Hamilton Rd	Blossom St	Jim Hamilton Rd	Blossom St			\$ 17,872.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
Medium	Sumter St	5	Design	Blossom St	Wheat St	Blossom St	Wheat St			\$ 276,972.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.		
Medium	Wilson Blvd	2	Design	I-77	Farrow Rd					\$ -	Not funded in referendum.		
Medium	Hardscrabble Rd	2	Construction	Farrow Rd	Lee Rd					\$ -	Managed by SCDOT.		
Medium	Hardscrabble Rd	2	Construction	Lee Rd	Lake Carolina Rd					\$ -	Managed by SCDOT.		
Low	College St (City)	4, 5	Design	Lincoln St (City)	Sumter St (City)	Lincoln St (City)	Sumter St (City)			\$ 280,735.00	Study as possible road diet. Over referendum.		X
Low	Pendleton St (City)	4, 5	Design	Lincoln St (City)	Marion St (City)	Lincoln St (City)	Marion St (City)			\$ 31,680.00	Study as possible road diet. Over referendum.		X

Priority Ranking	Council District	Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change		
			Begin Location	End Location	Begin Location	End Location									
Low		Design	Rosewood Dr (US 76)	Chateau Dr. (S-2067)	Rosewood Dr (US 76)	Cross Hill				\$ 25,547.00	Bike lane exists from Falcon to Cross Hill. Consider	X			
Low	6	Design	Winnsboro Rd (US 321)	Main St (US 21)	Syrup Mill Rd	I-77				\$ 402,526.00	Bike lanes to be provided from I-77 to Syrup Mill Road as	X			
Low	5	Not Started	Blossom St (US 21)	Lady St (City)	Blossom St (US 21)	Lady St (City)				\$ 487,105.00	Consider signing only as bike route.				
Low	8, 9, 10	Design	Summit Pky (City)	Percival Rd (SC 12)	Summit Pky (City)	Percival Rd (SC 12)				\$ 1,641,468.00	Construct shared-use path from Promenade Place to Chimneyridge Dr. Study bicycle accommodations from Chimneyridge Dr. to Percival Road.				
Low	3	Design	Forest Dr (SC 12)	Valley Rd (S-1109)	Forest Dr (SC 12)	Valley Rd (S-1109)				\$ 1,101.00	SCDOT reviewing restriping proposal.				
Low	4	Design	Harden St (SC 555)	Academy St (City)	Harden St (SC 555)	Academy St (City)				\$ 6,636.00	SCDOT reviewing restriping proposal.				
Low	4, 5	Design	Greystone Blvd (S-3020)	Broad River Bridge	Greystone Blvd (S-3020)	Broad River Bridge				\$ 320,811.00	SCDOT reviewing restriping proposal.				
Low	4, 5	Design	Bush River Rd (S-31)	Greystone Blvd (S- 3020)	Bush River Rd (S-31)	Greystone Blvd (S- 3020)				\$ 37,908.00	SCDOT reviewing restriping proposal.				
Low	7, 8	Design	Longtown Rd (City)	Brook Hollow Dr (City)	Longtown Rd (City)	Brook Hollow Dr (City)				\$ 1,099,106.00	SCDOT reviewing restriping proposal.				
Low	8	Design	Brook Hollow Dr (City)	Summit Pky (City)	Brook Hollow Dr (City)	Summit Pky (City)				\$ 116,481.00	SCDOT reviewing restriping proposal.				
Low	4	Design	Washington St (City)	Senate St (City)	Washington St (City)	Senate St (City)				\$ 19,306.00	SCDOT reviewing restriping proposal.				
Low	5	Complete	Williams St (City)	Huger St (US 21)	Williams St (City)	Huger St (US 21)			\$ -	\$ 41,564.00	Projects completed prior to implementation of Penny Program. Penny proceeds were not used on these projects.				
Low	5	Complete	Assembly St (SC 48)	350'W of Lincoln St (City)	Assembly St (SC 48)	350'W of Lincoln St (City)			\$ -	\$ 19,388.00					
Low	5	Design	Church St	Blossom St	Church St	Blossom St				\$ 5,547.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.				
Low	2	Design	Lake Murray Blvd (SC 60)	Lexington Cty Line	Lake Murray Blvd (SC 60)	Lexington Cty Line				\$ 713,199.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.				
Low	3	Design	Harrison Rd	Covenant Rd	Harrison Rd	Covenant Rd				\$ 6,684.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.				
Low	4, 5	Design	Assembly St	Bull St	Assembly St	Bull St				\$ 273,278.00	Coordinate with City of Columbia regarding use of Sharrows. SCDOT refuses to maintain.				
Low	2	Design	Lake Murray Blvd	Western Ln						\$ -	Not funded in referendum.				
Low	1	Not Started	Broad River Rd	Rauch Metz						\$ -	Not funded in referendum.				
Low	10	Design	Bluff Rd	Garners Ferry Rd						\$ -	Currently being designed with Widening Project				
Low	10	Design	Berea Rd	Beltline Blvd						\$ -	Currently being designed with Widening Project				
Low	10	Complete	Rosewood Dr	Berea Rd						\$ -	Completed as part of widening.				
Low	1	Design	Woodrow St	I-26 (Exit 97)	Woodrow St.	Dutch Fork				\$ -	Currently being designed with Widening Project	X			
Low	1	Design	Royal Tower Rd	Woodrow St						\$ -	Currently being designed with Widening Project				
Low	10	Design	Bluff Rd	Garners Ferry Rd						\$ -	Currently being designed with Widening Project				
Low	8, 9, 10	Not Started	Two Notch Rd	240' South of Mallet Hill Rd						\$ 1,075,853.00	To be designed with Widening Project.				
Low	10	Design	George Rogers Blvd	Northway Rd						\$ -	Currently being designed with Widening Project				
Low	10	Design	Northway Rd	Beltline Blvd						\$ -	Currently being designed with Widening Project				
Total Bikeway Projects										\$ 43,217.67	\$ 971,799.81	\$ 14,427,864.61	\$ 22,008,773.00		
													\$ (7,580,908.39)		
													-34%	Over/Under referendum budget	
GRAND TOTAL											\$ 154,564,934.29	\$ 683,941,697.48	\$ 851,919,478.91	\$ 692,447,927.30	GRAND TOTAL
Outside Funding														\$ 35,676,497.70	Outside Funding
													\$ 159,471,551.61		
													23%	Over/Under referendum budget	

Priority Ranking

Council District

Status	REFERENDUM LIMITS		REVISED LIMITS		Expended To-Date	Remaining Costs	Revised Cost	REFERENDUM	Notes	Scope Change	\$ Change
	Begin Location	End Location	Begin Location	End Location							

Legend
Red highlighted box indicates that PDT made a change to the scope of the project or indefinitely stopped a project.
A red dollar amount indicates that the project exceeded Referendum amount at completion or is on track to exceed the Referendum amount by project completion.
A green highlighted box indicates cost savings to the Penny Program because SCDOT completed a project without Penny Program Funding or project was completed before program was implemented. This totals \$19,116,296.
NR = Not Ranked

Project 1 in Referendum Ordinance Total	\$	656,020,644
Project 3 in Referendum Ordinance Total	\$	80,888,356.00
Total Referendum Ordinance (Project 1 & 3)	\$	736,909,000.00
Revised Cost	\$	851,919,478.91
Difference	\$	(115,010,478.91)
Percent Difference		-16%

Richland County Council Request for Action

Subject:

An Ordinance Authorizing an amendment to the fee agreement by and among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking, Inc., and McEntire Limited Partnership, dated May 25, 2006, to provide for an extension of the term thereof and an amendment to the fee agreement among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking, Inc., and McEntire Limited Partnership, dated June 5, 2012, to provide for an extension of the term thereof, authorize an extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder

Notes:

First Reading: February 6, 2018
Second Reading: February 20, 2018 {Tentative}
Third Reading: March 6, 2018 {Tentative}
Public Hearing:

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

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE FEE AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA, MCENTIRE PRODUCE INC., R.C. MCENTIRE TRUCKING INC., AND MCENTIRE LIMITED PARTNERSHIP, DATED JULY 25, 2006, TO PROVIDE FOR AN EXTENSION OF THE TERM THEREOF AND AN AMENDMENT TO THE FEE AGREEMENT AMONG RICHLAND COUNTY, SOUTH CAROLINA, MCENTIRE PRODUCE INC., R.C. MCENTIRE TRUCKING INC., AND MCENTIRE LIMITED PARTNERSHIP, DATED JUNE 5, 2012, TO PROVIDE FOR AN EXTENSION OF THE TERM THEREOF, AUTHORIZE AN EXTENSION OF THE INVESTMENT PERIOD THEREOF, AND PROVIDE FOR THE ISSUANCE OF INFRASTRUCTURE CREDITS THEREUNDER.

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) to enter into a fee in lieu of tax (“FILOT”) agreement with companies meeting the requirements of the Act; and

WHEREAS, pursuant to the Act, and in order to induce certain investments in the County, the County entered into a Fee Agreement dated July 25, 2006, with McEntire Produce Inc., R.C. McEntire Trucking Inc., and McEntire Limited Partnership (collectively, the “Company”) (the “2006 Fee Agreement”); and

WHEREAS, pursuant to the Act, and in order to induce certain additional investments in the County, the County entered into a second Fee Agreement with the Company dated June 5, 2012, providing for a FILOT incentive (the “2012 Fee Agreement,” together with the 2006 Fee Agreement, the “Fee Agreements”); and

WHEREAS, the Company has far surpassed its investment and job creation commitments under both the 2006 Fee Agreement and 2012 Fee Agreement; and

WHEREAS, the Company is considering an additional investment in the County of approximately \$6,000,000.00 that is anticipated to create at least 21 new, full-time jobs in the County (the “Project”), and the Company has requested that the County amend the Fee Agreements in order to provide enhanced benefits that will induce the additional investment and job creation in the County; and

WHEREAS, the Company has caused to be prepared and presented to the County the form of an Amendment to Fee Agreements (the “Amendment”), which is attached as Exhibit A, providing for an extension of the terms of the 2006 and 2012 Fee Agreements, an extension of the Investment Period under the 2012 Fee Agreement, and the addition of a ten-year, fifteen percent (15%) infrastructure credit applicable to the economic development property placed in service under the 2012 Fee Agreement; and

WHEREAS, it appears that the Amendment, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of Richland County, the Richland County Council, as follows:

Section 1. It is hereby found, determined, and declared by the County Council as follows:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;

(b) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and

(c) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, and the benefits of the Project are greater than the costs.

Section 2. The forms, terms, and provisions of the Amendment presented to this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Amendment were set out in this Ordinance in its entirety. The Chair of the County Council is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Amendment in the name of and on behalf of the County and the Clerk to County Council is hereby authorized and directed to attest the Amendment, and thereupon the County is authorized to deliver the Amendment to be delivered to the Company. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amendment now before this meeting.

Section 3. The Chair of the County Council, 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 of County Council, the County Administrator, the Director of Economic Development or Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 6, 2018
Second Reading: February 20, 2018
Public Hearing:
Third Reading:

EXHIBIT A

AMENDMENT TO FEE AGREEMENTS

AMENDMENT TO 2006 AND 2012 FEE AGREEMENTS

This Amendment (the "Amendment") to the 2006 and the 2012 Fee Agreements by and among RICHLAND COUNTY, SOUTH CAROLINA (the "County"), MCENTIRE PRODUCE, INC., R.C. MCENTIRE TRUCKING, INC., AND MCENTIRE LIMITED PARTNERSHIP (collectively, the "Company") is made and entered into this day of _____, 201__.

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into fee in lieu of tax agreements with companies meeting the requirements of the Act; and

WHEREAS, pursuant to the Act, and in order to induce certain investments in the County, the County entered into a Fee Agreement with the Company dated July 25, 2006 (the "2006 Fee Agreement"); and

WHEREAS, pursuant to the Act, and in order to induce certain investments in the County, the County entered into a second Fee Agreement with the Company dated June 5, 2012 (the "2012 Fee Agreement," together with the 2006 Fee Agreement, the "Fee Agreements"); and

WHEREAS, the Company is considering an additional investment in the County of approximately \$6,000,000.00 that is anticipated to create 21 new, full-time jobs in the County (the "Project"), and the Company has requested that the County amend the Fee Agreements in order to provide enhanced benefits that will apply to the additional investment; and

WHEREAS, the Company applied for an extension of the investment period under the 2012 Agreement prior to December 31, 2017 in accordance with Section 12-44-30(13) of the Act; and

WHEREAS, pursuant to an Ordinance of the County Council of even date herewith, the County Council has approved the execution of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Company agree as follows:

1. The Project shall be eligible for the benefits provided under and shall be included as part of the 2012 Fee Agreement subject to the terms and conditions stated therein.
2. Section 4.1 of the 2006 Fee Agreement is amended to read as follows:

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the "Term") commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31st of the

30th year after the last year during which any portion of the Project is placed in service, but in no event later than December 31st of the 30th year following the Project Period.

3. Section 5.1(A) of the 2006 Fee Agreement is amended to replace “20 annual FILOT Payments” with “30 annual FILOT Payments.”

4. The 2006 Fee Agreement is further amended to revise all additional references to the period of time in which the FILOT incentive remains in place to reflect the thirty-year period as provided above.

5. Section 1.1 of the 2012 Fee Agreement is amended to delete the definition of “Completion Date” and insert the following definition in its place:

“Completion Date” shall have the meaning set forth in Section 3.2 of this Fee Agreement.

6. Section 1.1 of the 2012 Fee Agreement is amended to delete the definition of “Investment Period” and insert the following definition in its place:

“Investment Period” means the 10 year period beginning with the Commencement Date.

7. Section 1.1 of the 2012 Fee Agreement is amended to delete the definition of “Completion Date” and insert the following definition in its place:

“Completion Date” means December 31, 2022 or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

8. The 2012 Fee Agreement is further amended to revise all additional references to the Investment Period and/or Completion Date to reflect the five-year extension of the Investment Period as provided above.

9. Section 4.1 of the 2012 Fee Agreement is amended to read as follows:

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the “Term”) commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31st of the 30th year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

10. Section 5.1(A) of the 2012 Fee Agreement is amended to replace “20 annual FILOT Payments” with “30 annual FILOT Payments.”

11. Section 1.1 of the 2012 Fee Agreement is amended to insert the following definitions:

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the credit provided to the Company pursuant to Section 12-44-70 of the Act and Section 5.4 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“MCIP Act” means Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

12. Section 5 of the 2012 Fee Agreement is amended to add Section 5.4 as follows:

5.4. Infrastructure Credits

To assist the Company in paying for costs of Infrastructure, the Company is entitled to an Infrastructure Credit against its FILOT Payments due for property tax years [2018-2027] in the amount of fifteen percent (15%) of the FILOT Payment. In no event may the Company’s aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Company on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable (“Credit Term”), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated by reducing the FILOT Payment by the Infrastructure Credit as described above. Following receipt of the bill, the Company shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

Except as otherwise provided herein, the 2006 Fee Agreement and the 2012 Fee Agreement each shall remain in full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, MCENTIRE PRODUCE, INC., R.C. MCENTIRE TRUCKING, INC., AND MCENTIRE LIMITED PARTNERSHIP, each pursuant to due authority, have executed this Amendment as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to Richland County Council

MCENTIRE PRODUCE, INC.

Signature: _____
Name: _____
Title: _____

R.C. MCENTIRE TRUCKING, INC.

Signature: _____
Name: _____
Title: _____

**MCENTIRE LIMITED PARTNERSHIP
By: MCENTIRE GP #2, LLC, ITS GENERAL
PARTNER**

Signature: _____
Name: _____
Title: _____

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Lite to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: February 6, 2018

Second Reading: February 20, 2018 {Tentative}

Third Reading: March 6, 2018 {Tentative}

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT LITE TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, Project Lite, (“Sponsor”), desires to enhance its production facility in the County (“Project”) consisting of taxable investment in personal property of not less than \$2,500,000 and the retention of 100 full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (a) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (b) locating the Project in the Park.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, the employment to be retained, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee 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 Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, 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 Sponsor under this Ordinance and the Fee 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, resolution, or order, 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 6, 2018
Second Reading: February 20, 2018
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

PROJECT LITE

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2018

TABLE OF CONTENTS

	Page
Recitals.....	[]
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	[]
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	[]
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports.....	[]
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property.....	[]
Section 4.3 Removal of Components of the Project.....	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation.....	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
 ARTICLE V ADDITIONAL INCENTIVES 	
[RESERVED]	
 ARTICLE VI FAILURE TO REACH ACT MINIMUM INVESTMENT REQUIREMENT 	
Section 6.1 Claw Back.....	[]

ARTICLE VII
DEFAULT

Section 7.1	Events of Default	□
Section 7.2	Remedies on Default	□
Section 7.3	Reimbursement of Legal Fees and Other Expenses	□
Section 7.4	Remedies Not Exclusive	□

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1	Right to Inspect	□
Section 8.2	Confidentiality	□
Section 8.3	Indemnification Covenants	□
Section 8.4	No Liability of County’s Personnel	□
Section 8.5	Limitation of Liability	□
Section 8.6	Assignment	□
Section 8.7	No Double Payment; Future Changes in Legislation	□
Section 8.8	Administration Expenses	□

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1	Sponsor Affiliates	□
Section 9.2	Primary Responsibility	□

ARTICLE X
MISCELLANEOUS

Section 10.1	Notices	□
Section 10.2	Provision of the Agreement for the Sole Benefit of County and Sponsor	□
Section 10.3	Counterparts	□
Section 10.4	Governing Law	□
Section 10.5	Headings	□
Section 10.6	Amendments	□
Section 10.7	Agreement to Sign Other Documents	□
Section 10.8	Interpretation; Invalidity; Change in Laws	□
Section 10.9	Force Majeure	□
Section 10.10	Termination; Termination by Sponsor	□
Section 10.11	Entire Agreement	□
Section 10.12	Waiver	□
Section 10.13	Business Day	□
Section 10.14	Agreement’s Construction	□

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name		
Project Location		
Tax Map No.		
FILOT		
• Phase Exemption Period	20 years	
• Investment Requirement	\$2,500,000	
• Jobs Requirement	N/A	
• Investment Period	5 years	
• Assessment Ratio:	6%	
• Millage Rate	460.8	
• Fixed or Five-Year Adjustable millage:	Fixed	
• Claw Back information	Statutory minimum clawback	
Multicounty Park	I-77 Corridor Regional Industrial Park	

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2018, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Lite, a corporation organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to enhance the production capabilities of its facility (“*Facility*”) in the County, consisting of taxable investment in personal property of not less than \$2,500,000 and the retention of 100 full-time jobs;

(c) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to enhance the production capabilities of its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties, (ii) any actions brought by the Sponsor or its affiliates and related entities, or (iii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“Commencement Date” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2017.

“County” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” means the Richland County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2042, the Final Termination Date is expected to be January 15, 2044, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2022.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield County, South Carolina, as may be amended or restated.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 19th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means [COMPANY NAME] and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement

shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on December 12, 2017, by adopting an Inducement Resolution, as defined in the Act.

(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 Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project for manufacturing purposes, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(e) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT Payments and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT Payments and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2017. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Act Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement will be terminated as provided in this Fee Agreement and the Act.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2018, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, 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.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV

FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 460.8 which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then

the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to such *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor, may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property for a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic

Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
[RESERVED]**

**ARTICLE VI
FAILURE TO REACH ACT MINIMUM INVESTMENT REQUIREMENT**

Section 6.1. Claw Back. If the Sponsor fails to reach the Act Minimum Investment Requirement, this Agreement shall terminate and the Sponsor shall make the payments as required by the Act. The repayment obligation arising under this Section survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “Cessation of Operations means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a cessation of production that continues for a period of twelve (12) months;

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

(e) Failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor 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 Sponsor is diligently pursuing corrective action;

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

(g) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor 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 7.2. Remedies on Default.

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

(i) terminate this Fee 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 Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee 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 7.3. 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 Fee 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 7.4. Remedies Not Exclusive. No remedy described in this Fee 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 Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of 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).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor 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 Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee 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 Sponsor 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 Sponsor 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 Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee 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 Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee 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 under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts

received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount not exceeding \$2,500. The Sponsor 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 Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor 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.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliates joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

□

WITH A COPY TO (does not constitute notice):

Edward G. Kluiters, Esq.
Nelson Mullins Riley & Scarborough, LLP
1320 Main Street, 17th Floor
Columbia, SC 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this

Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee 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 Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee 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 Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee 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 Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

[PROJECT/SPONSOR NAME]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

[TO BE ADDED]

**EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By:
Its:

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By:
Its:

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

[TO BE ADDED]

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and a Company identified for the time being as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: February 6, 2018

Second Reading: February 20, 2018 {Tentative}

Third Reading: March 6, 2018 {Tentative}

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT LIBERTY, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County (“Park”);

WHEREAS, a company identified for the time being as Project Liberty (“Sponsor”), desires to establish or expand certain manufacturing and related facilities in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$10,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project to the public are greater than the costs to the public.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee 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 Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, 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 Sponsor under this Ordinance and the Fee 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, resolution, or order, 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 6, 2018
Second Reading: February 20, 2018
Public Hearing: _____
Third Reading: _____

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

PROJECT LIBERTY

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [____]

TABLE OF CONTENTS

	Page
Recitals.....	[]
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	[]
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	[]
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports.....	[]
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property.....	[]
Section 4.3 Removal of Components of the Project.....	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation.....	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
 ARTICLE V <i>[Reserved]</i> 	
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	[]

ARTICLE VII
DEFAULT

Section 7.1 Events of Default []
Section 7.2 Remedies on Default []
Section 7.3 Reimbursement of Legal Fees and Other Expenses []
Section 7.4 Remedies Not Exclusive []

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect []
Section 8.2 Confidentiality []
Section 8.3 Indemnification Covenants []
Section 8.4 No Liability of County’s Personnel []
Section 8.5 Limitation of Liability []
Section 8.6 Assignment []
Section 8.7 No Double Payment; Future Changes in Legislation []
Section 8.8 Administration Expenses []

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices []
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor []
Section 10.3 Counterparts []
Section 10.4 Governing Law []
Section 10.5 Headings []
Section 10.6 Amendments []
Section 10.7 Agreement to Sign Other Documents []
Section 10.8 Interpretation; Invalidity; Change in Laws []
Section 10.9 Force Majeure []
Section 10.10 Termination; Termination by Sponsor []
Section 10.11 Entire Agreement []
Section 10.12 Waiver []
Section 10.13 Business Day []
Section 10.14 Agreement’s Construction []

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name		
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$10,000,000	
<ul style="list-style-type: none"> • Investment Period 	5 years	
<ul style="list-style-type: none"> • Assessment Ratio 	6%	
<ul style="list-style-type: none"> • Millage Rate 	574.6 mills (lowest allowable)	
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	
<ul style="list-style-type: none"> • Claw Back Information 	Terminate and clawback if investment does not reach the Act Minimum Investment Requirement	
Multicounty Park	I-77 Corridor Regional Industrial Park	
Other Information	N/A	

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of ____, 2018 between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and a company identified for the time being as Project Liberty, a [] organized and existing under the laws of the State of [] (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to establish or expand certain manufacturing and related facilities (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$10,000,000;

(c) By an ordinance enacted on [], 2018 County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to locate or expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into

this Fee Agreement. For purposes of this Fee Agreement, the parties agree that, to the maximum extent permitted by the Act, the Commencement Date shall be December 31, 2017.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$10,000,000.

“County” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” means the Richland County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue, or any successor entity thereto.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee-In-Lieu of *Ad Valorem* Taxes Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2051, the Final Termination Date is expected to be January 15, 2053, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2022.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the I-77 Corridor Regional Industrial Park governed by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield County, South Carolina, as may be amended.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means a company identified for the time being as Project Liberty, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on December 12, 2017 by adopting an Inducement Resolution, as defined in the Act on December 12, 2017.

(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 Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as facilities primarily for manufacturing and related activities and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement within the Investment Period.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The parties hereto agree, to the maximum extent permitted by the Act, that the first Phase of the Project was placed in service during the calendar year ending December 31, 2017. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met in the Investment Period, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2019, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, 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.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV

FILOT PAYMENTS

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to [use the fair market value established in the first year of the Phase Exemption Period]/[determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years]), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 574.6 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed

from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular

property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. *Place of FILOT Payments.* All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
[RESERVED]**

**ARTICLE VI
CLAW BACK**

Section 6.1. *Claw Back.* If the Sponsor fails to achieve the Act Minimum Investment Requirement by the end of the Investment Period, without regard to any extension permitted by this Fee Agreement or the Act, then this Fee Agreement shall immediately terminate and the Sponsor shall make payments as required by the Act.

**ARTICLE VII
DEFAULT**

Section 7.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor 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 Sponsor is diligently pursuing corrective action;

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

(g) 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 Sponsor 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 7.2. Remedies on Default.

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

(i) terminate this Fee 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 Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee 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 7.3. 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 Fee 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 7.4. Remedies Not Exclusive. No remedy described in this Fee 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 Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of 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).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor 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 Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee 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 Sponsor 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 Sponsor 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 Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *Indemnification Covenants.*

(a) Except as provided in paragraph (d) below, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee 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 Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee 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 under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor 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 Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor 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.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when

deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Project Liberty

WITH A COPY TO (does not constitute notice):

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

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 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee 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 Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee 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 Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee 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 Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

PROJECT LIBERTY

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

[TO BE ADDED]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective ____, 2018 (“Fee Agreement”), between Richland County, South Carolina (“County”) and a company identified for the time being as Project Liberty (“Sponsor”).

1. Joinder to Fee Agreement.

[_____] , a ____ ____ authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Project Liberty
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

[TO BE ADDED]



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

Applicant must reside in Richland County.

Name: Florence Chretien

Home Address: 232 Cambridge Ln. Rd.

Telephone: (home) (803) 800-6776 (work) (803) 576-1931

Office Address: 1701 Main St. Cola, SC 29201

Email Address: chretienf@rcgov.us

Educational Background: Criminal Justice Degree

Professional Background: Deputy Clerk Jury Coordinator

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

Name of Committee in which interested: RC Grievance Committee

Reason for interest: _____

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

Presently serve on any County Committee, Board or Commission? RC Grievance Committee

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: _____

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 ^{fc} _____

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 ^{fc} _____

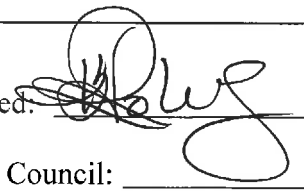
If so, describe: _____

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.

Date Received: 	Staff Use Only	
	Received by:	<u>10-17-17</u>
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

2



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

Applicant must reside in Richland County.

Name: Florence Chretien

Home Address: 232 Cambridge Ln. Rd. Cola 29223

Telephone: (home) (803) 800-6776 (work) (803) 576-1931

Office Address: 1701 Main St. Cola, SC 29201

Email Address: chretienf@rcgov.us

Educational Background: Criminal Justice Degree

Professional Background: Deputy Clerk Jury Coordinator

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township Auditorium Board

Reason for interest: Giving my time and talent in support of a Board I believe in. The opportunity not only to give my expertise but also to gain new skills.

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

I'm a team player, a people's person (socialable), I demonstrate trust and respect. I believe all decisions should be may openly and constructively.

Presently serve on any County Committee, Board or Commission? RC Grievance Committee

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: Hours required, will treat position as a true job.

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 ^{fc} _____

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 ^{fc} _____

If so, describe: _____

[Signature] _____ 6/15/17
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>6-23-17</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Harold (Harry) C. Ward
Home Address: 720 Kilbourne Rd. 29205
Telephone: (home) 803-256-1241 (work) 803-240-5019
Office Address: 720 Kilbourne Rd, Columbia, SC
Email Address: haroldcward@gmail.com
Educational Background: B.S. Business Administration, Newberry College
Professional Background: Business Management and Financial Services
Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township Auditorium
Reason for interest: Proudly a life long resident of Columbia and over the past 20+ years have volunteered to better our city and living for all.

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

Commission: Passion to serve in extra time with various Boards to assist our city as I can. Past service in healthcare and addiction. Strong business knowledge.

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

Any other information you wish to give? To see this venue draw statewide.

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: As needed to better facility.

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 pardon 8/2017 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: _____

Amy C. Ward
Applicant's Signature

November 2, 2017
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>11-2-17</u>	Received by:	<u><i>[Signature]</i></u>
Date Sent to Council:	_____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file

2



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

Applicant MUST reside in Richland County.

Name: Carlos W. Gibbons, Jr.

Home Address: 3838 Northshore Road, Columbia, SC 29206

Telephone: (home) 803-787-8169 (work) 803-771-4488

Office Address: 712 Calhoun Street, Suite B, Columbia, SC 29201

Email Address: cgibbons@aglawsc.com

Educational Background: B.A. Clemson Univ. (1976, with honor); J.D. USC Law

Professional Background: Practicing attorney in Columbia for 37 years (1980)

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

Name of Committee in which interested: Township Auditorium Board

Reason for interest: musical background; appreciation for all art forms; desire to maintain and improve quality of presentations at Township; interest in public service

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

Commission:

legal training and experience; small business operator for many years; knowledge of local community; know importance of collaboration and cooperation in group settings; life-long Richland County resident

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

Any other information you wish to give? See attached c.v.

Recommended by Council Member(s): _____

Hours willing to commit each month: whatever is required

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Caroline Kelly
Applicant's Signature

October 31, 2017
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>10-30-17</u>	Received by: <u><i>[Signature]</i></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2

CURRICULUM VITAE

CARLOS W. GIBBONS, JR.

712 Calhoun Street, Suite B
Columbia, SC 29201

(803) 771-4488 (Office)

(803) 736-7334 (Fax)

(803) 360-2300 (Cell)

cgibbons@aglawsc.com

PERSONAL

Born in Hartsville, South Carolina

Married, two children

EDUCATION

Clemson University	BA - Political Science (with honor)	1976
University of South Carolina	Juris Doctor	1980

BAR ADMISSIONS

South Carolina Bar	1980
United States District Court for South Carolina	1980
United States Fourth Circuit Court of Appeals	1982
United States Supreme Court	1988
Certified Circuit Court Mediator	2010

MEMBERSHIPS/AFFILIATIONS

Richland County Bar Association
Clemson University Board of Visitors (1987 - 1991)
South Carolina Bar House of Delegates (former member)
Sigma Alpha Epsilon National Fraternity
St. Martin's in the Fields Episcopal Church (past Vestry member and Junior Warden;
former Chair of Foundation)

PROFESSIONAL PROFILE

Full-time practice of law since Bar admission in November of 1980. Affiliation with small to mid-size law firms as partner/shareholder since mid-1980's. Experience includes trial level and appellate litigation in Probate Law, Family Law and general business matters; advising business clients as to formation and organization of corporations, limited liability companies, partnerships and related entities; minutes, by-laws, stock subscription documents and filings with Secretary of State and Department of Revenue; coordination with tax and/or accounting professionals regarding corporate and business issues; advising business entities as to various insurance and liability subjects; experienced in commercial and general real estate matters, including handling land acquisition, development, financing and leasing; service as mediator in general civil, family law and probate related matters.

MISCELLANEOUS

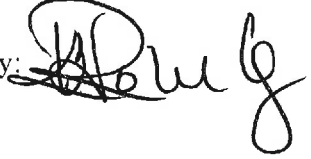
- AV rated by Martindale Hubble for over 8 years
- Active in Palmetto Chapter of the Juvenile Diabetes Research Foundation
- Member of Congaree New Horizons Band through USC School of Music

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.

1

Staff Use Only	
Date Received: 6/19/14	Received by: 
Date Sent to Council:	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Tony B. White
Home Address: 518 Bryton Trace Columbia SC 2920
Telephone: (home) 803-788-6800 (work) 803-788-6800
Office Address: 101 Newland RD Columbia SC 29229
Email Address: twhite317@yahoo.com
Educational Background: Midlands Tech. College, Eau Claire MS '83
Professional Background:

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

Name of Committee in which interested: Township Board

Reason for interest: * Better Quality arts + family ent. for Richland county and Township

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: * member Brookland Baptist Church 20 yrs * former co-chair 3 Rivers Music Festival * Black Tie Chairman of 100 Blackmen Gala * over 20 years working - Entertainment marketing

Presently serve on any County Committee, Board or Commission? * 100 Blackmen of Greater Columbia Executive Board

Any other information you wish to give?
Recommended by Council Member(s): Paul Livingston

Hours willing to commit each month: (flexible)

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


06/16/17



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Sarah Corbett
Home Address: 5 N Airy Hall Ct Columbia, SC 29209
Telephone: (home) 803-206-6183 (work) 803-737-7751
Office Address: 202 Arbor Lake Drive Columbia, SC 29223
Email Address: Sarahniegischcorbett@gmail.com
Educational Background: BS in Accounting
Professional Background: CPA

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

Name of Committee in which interested: Internal Audit

Reason for interest: I am a CPA and have performed internal audit previously. I would like to increase my service.

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

Commission:

I am a CPA, have performed internal audit in a large government organization and deal regularly with governing boards.

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

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: 5-10

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: _____

Sarah Corbett
Applicant's Signature

1/22/18
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.

Date Received: <u>1-22-18</u>	Staff Use Only
Date Sent to Council: _____	Received by: <u><i>[Signature]</i></u>
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



REQUEST OF ACTION

Subject: FY18 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 3.

B. Background / Discussion

For the current Fiscal Year (2018-2019), County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as list below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

<u>Initial Discretionary Account Funding</u>	<u>\$164,850</u>
Amount Previously Allocated	\$ 35,000
<u>Remaining Balance</u>	<u>\$129,850</u>
Auntie Karen Foundation	\$ 10,000
Total	\$ 10,000
Remaining Balance	\$119,850

C. Legislative / Chronological History

- 2nd Reading of the Budget – May 25, 2017

D. Alternatives

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

E. Final Recommendation

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