

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

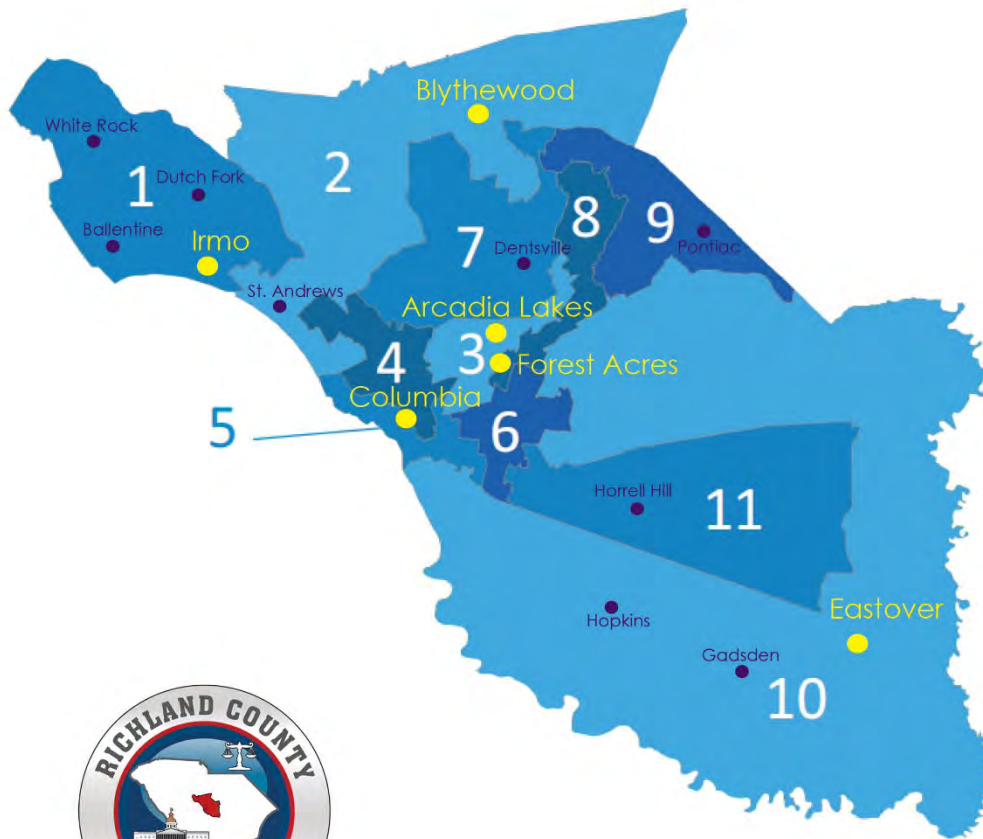


**Tuesday, FEBRUARY 06, 2018**

**6:00 PM**

**COUNCIL CHAMBERS**

# 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 06, 2018 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson,  
Chair Richland County Council
2. **INVOCATION** The Honorable Gwen Kennedy
3. **PLEDGE OF ALLEGIANCE** The Honorable Gwen Kennedy
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
  - a. Special Called Meeting: December 12, 2017 [PAGES 12-30]
  - b. Special Called Meeting: January 9, 2018 [PAGES 31-32]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith, County Attorney
  - 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 [PAGES 33-84]

**7. CITIZENS' INPUT**

The Honorable Joyce Dickerson

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

**8. REPORT OF THE COUNTY ADMINISTRATOR**

Gerald Seals, County Administrator

- a. Transportation Workshop Follow up: Transportation Department Projects List
- b. New Employee Introduction: Capital Projects Manager
- c. Code Rewrite Update
- d. Update on the Sale of the General Obligation Bond Anticipation Notes (Transportation Sales And Use Tax) Series 2018

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

Kimberly Williams- Roberts,  
Assistant Clerk to Council

- a. United Way Humanitarian of the Year Event Sponsorship Request
- b. Together We Can Read Initiative, Wednesday, March 21, 2018
- c. Richland Renaissance Public Involvement Meeting, February 13, 2018

**10. REPORT OF THE CHAIR**

The Honorable Joyce Dickerson

- a. Human Resources Department Evaluation Procedures
- b. Workshop Dates / Times
- c. Richland Reveal

**11. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Joyce Dickerson

- 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

**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 [SECOND READING] [PAGES  
85-86]

- b.** 17-041MA  
Bruce Gleaton  
GC to RS-E (2.99 Acres)  
742 Sharpe Road  
TMS # 14402-04-05 [SECOND READING] [PAGES  
87-88]
- c.** 17-043MA  
Johnathon P. Holley  
HI to GC (1.68 Acres)  
9010 Farrow Road  
TMS # 17211-01-08 [SECOND READING] [PAGES  
89-90]
- d.** 17-044MA  
Sandy Moseley and Shaffin Valimohamed  
RM-MD to NC (.27 Acres)  
7004 Hilo Street  
TMS # 19203-10-20 [SECOND READING] [PAGES  
91-92]
- 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) [PAGES 93-102]
- f.** Award of Rivers Station Subdivision Road Repair and  
Paving project [PAGES 103-118]
- g.** Intergovernmental Agreement with the City of Columbia:  
Devil's Ditch [PAGES 119-125]
- h.** Quit Claim Portion of Pear Tree Road to Adjoining  
Property Owners [PAGES 126-131]
- i.** 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] [PAGES 132-  
144]
- j.** Negotiate Area Two Solid Waste Collection Contract  
Extension [PAGES 145-148]
- k.** Approval of Change Orders [PAGES 149-158]

**13. SECOND READING ITEMS**

The Honorable Joyce Dickerson

- a. 17-036MA  
Richland County  
PDD to PDD (2 Acres)  
1 Summit Parkway  
TMS # R23000-03-07 [PAGES 159-160]
- b. 17-039MA  
Troy Berry  
RS-LD to NC (2 Acres)  
1215 North Brickyard Road  
TMS # 20100-05-01 & 02 [PAGES 161-162]
- 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 163-165]

**14. FIRST 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. [BY TITLE ONLY] [PAGE 166]

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

The Honorable Seth Rose

- a. Transfer Deed for Hollywood Hills Sewer Lines to City of Columbia Utilities [PAGES 167-179]
- 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 [Malinowski and Myers] [PAGES 180-185]

**16. REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

The Honorable Greg Pearce

- a. Richland School District 2 (RSD2) FY 17-18 Budget request to County Council: Amend Official Records and FY 2018 Budget Proviso [PAGES 186-194]
- b. 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 [Malinowski and Myers] [PAGES 195-197]
- c. Resolution to Distribute \$32,766.26 in Federal Forestry Funds [PAGES 198-201]
- d. Statewide Court Case Management System: Software Support and Hosting Services Memorandum of Understanding for Counties Hosted by SCJD [PAGES 202-214]

**17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- 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 and extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder [FIRST READING] [PAGES 215-222]
- 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] [PAGES 223-250]
- 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] [PAGES 251-278]

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

The Honorable Bill Malinowski

**19. NOTIFICATION OF APPOINTMENTS**

- a. Richland Memorial Hospital Board - 1
  - 1. Charles L. Appleby, III [PAGES 279-284]
  - 2. Charles E. Offutt [PAGES 285-289]
  - 3. Kayla Cole [PAGES 290-291]
  - 4. Victoria Elizabeth Brown [PAGES 292-293]
  - 5. William Scott Barnes [PAGES 294-295]
  - 6. Michael B. Bailey [PAGES 296-297]
  - 7. Richard J. Wassermann [PAGES 298-306]

**20. REPORT OF THE BLUE RIBBON AD HOC COMMITTEE [PAGES 307-309]**

The Honorable Greg Pearce

- a. a. Approval of Demolition Contractors
- b. b. Approval of (2) Properties for buyout under HMGP 4346-DR
- c. c. Approval of Asbestos Testing, Monitoring and Clearance Contractors
- d. d. Approval of Change Order #4 to Tetra Tech's Current Contract
- e. e. Approval of Amended CDBG-DR Action Plan - Small Rental Rehab
- f. f. Approval of Carolina Small Business Development Fund to implement Business Assistance Program (BAP)

**21. OTHER ITEMS**

The Honorable Joyce Dickerson

- a. FY18 - District 8 Hospitality Tax Allocations [PAGES 310-311]



- b. **FY18 - District 4 Hospitality Tax Allocations [PAGES 312-313]**

**22. CITIZENS' INPUT**

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

The Honorable Joyce Dickerson

**23. EXECUTIVE SESSION**

Larry Smith, County Attorney

**24. 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.

The Honorable Bill Malinowski

- 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.

The Honorable Paul Livingston  
The Honorable Calvin "Chip" Jackson

- 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 Live streamed (to include being archived on the County website).

The Honorable Jim Manning

- d. Conservation Commission manage County-owned historic and conservation properties.

The Honorable Norman Jackson

- 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 noncompliance

The Honorable Norman Jackson

- f. Do not approve any additional projects from the

The Honorable Norman Jackson

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

- 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.
- 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.
- 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.

The Honorable Norman Jackson

The Honorable Greg Pearce

The Honorable Greg Pearce

**25. ADJOURNMENT**

The Honorable Joyce Dickerson



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



## Richland County Council

SPECIAL CALLED MEETING  
December 12, 2017 – 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, Jim Manning, Yvonne McBride, Dalhi Myers

**OTHERS PRESENT:** Michelle Onley, Jamelle Ellis, Brandon Madden, Sandra Yudice, Dale Welch, Larry Smith, Kim Williams-Roberts, Gerald Seals, Shane Kitchens, Beverly Harris, Ashiya Myers, Brittney Hoyle, Tony Edwards, Jeff Ruble, Tim Nielsen, Trenia Bowers, Dwight Hanna, Rokey Suleman, Lillian McBride, Brad Farrar, 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 Dalhi Myers
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Dalhi Myers
4. **PRESENTATION: EngenuitySC** – Ms. Meghan Hickman thanked Council for their continued support of EngenuitySC and gave an update on the Midlands Regional Competitiveness Report.

Mr. C. Jackson requested Ms. Hickman to speak to the data that has been collected to date for 2017 compared to 2016 data.

Ms. Hickman’s colleague, Will Schenk, who works directly with the Moore School of Business and is the Project Manager for the report was requested to share the highlights of the initial numbers.

Mr. Schenk stated that one thing worth noting is that there was an uptake in the entrepreneurial and business environment index. They continue to see an environment that is more and more conducive to business. There is also an improvement in critical areas, such as industry clusters.

Mr. C. Jackson inquired about how the region measures up in regards to employment opportunities, particularly for the various subgroups. If it is not looking favorable, are there plans for Engenuity to address that in the future?

Mr. Schenk stated they do not specifically capture the data in the context of the report. It is something they are tracking as a part of their everyday work. Their mission is to improve the lives and job opportunities for all people, which means they need to know how people are doing within Richland County and the surrounding counties. The uptake in educational obtainment is the best indicator (i.e. Midlands Technical College’s Tech Hire Program). Programs like that present opportunities for people to enter higher paying, better careers than they would have had access to previously.

Ms. Hickman stated if there are specific data points Council members would be interested in seeing they would be glad to help to gather the data either working with their resources or working directly with the Moore School of Business.

Mr. C. Jackson stated it is his understanding there are certain groups of young men in our region that have to leave South Carolina in order to be successful. He stated it would interesting to know whether there are facts to support that.

Ms. Hickman stated that is something they can go back and take a look at. She does think we are talking about 2 different types of workforce, but it will be interesting to see how they compare, where we are doing well and where we have some issues where we are losing talent.

Mr. Malinowski stated he noticed on the index value charts the comparison is between 2014 and the most recent year. He inquired if that is when Engenuity started the report.

Ms. Hickman stated they pulled the data initially in 2012, but the first report was not produced until 2014.

Mr. Livingston thanked Engenuity for their commitment to the community and to economic development.

5. **APPROVAL OF MINUTES**

- a. Regular Session: December 5, 2017 – 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.

6. **ADOPTION OF THE AGENDA** – Mr. Pearce stated the language in motion (c) was incorrect. The intent was to review the ordinance related to cats and not the “CAT” team.

Ms. Dickerson requested to move Item 11(c): Public Defender Lease under the Report of the Attorney for Executive Session Items.

Mr. N. Jackson moved, seconded by Mr. Malinowski, to adopt the agenda as amended.

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

The vote in favor was unanimous.

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

- a. Employee Grievances (5)
- b. Potential Litigation: Class Action
- c. Pending Litigation: Public Interest Foundation vs. Richland County
- d. Legal Advice: Regarding Transportation Bond Ordinance
- e. Contractual Matter: Land Acquisitions
- f. Contractual Matter: Due Diligence
- g. Public Defender Lease

Mr. N. Jackson moved, seconded by Ms. Kennedy, 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 6:26 PM and came out at approximately 6:50 PM.*

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

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

The vote in favor was unanimous.

- a. Legal Advice: Regarding Transportation Bond Ordinance – No action was taken.
8. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing** – LaSenta Lewis Ellis spoke regarding the SLBE Program.
9. **REPORT OF THE COUNTY ADMINISTRATOR**
  - a. Project A Unveiling – This item was taken up in Executive Session.
  - b. Update on Class & Comp Study – Mr. Seals stated the County has been negotiating with the companies that submitted proposals. The Evaluation Committee recommended Conduit Consulting. The numbers negotiated are well within the budgetary figure of \$400,000. As a fact, it was under that at \$350,000. The project will go forward and the timing set by Council is expected to be met. This matter will be brought back to Council in April.
10. **REPORT OF THE CLERK OF COUNCIL**
  - a. 2018 Council Meeting Calendar – Ms. Roberts stated the 2018 Council meeting calendar is before Council for action tonight.

Mr. N. Jackson stated there is only one Council meeting scheduled for the month of July on July 10<sup>th</sup> and inquired if an additional meeting could be scheduled for July 17<sup>th</sup>.

Ms. Dickerson stated if we schedule an additional meeting on July 17<sup>th</sup> that would give us meetings back to back. In the event, there is a need we will schedule a Special Called meeting.

Mr. N. Jackson stated in November there is a Special Called Meeting on November 13<sup>th</sup> and committees and Zoning Public Hearing are scheduled for November 15<sup>th</sup>. He suggested mirroring that schedule for December by having a Special Called Meeting on December 11<sup>th</sup> and committees and Zoning Public Hearing on December 13<sup>th</sup>.

Ms. Dickerson suggested looking at the schedule on an as needed basis instead of making changes at tonight's meeting.

Mr. N. Jackson stated leaving it in the air and not addressing it could present a problem since the action at tonight's meeting is to set the schedule for the coming year. For example, this year Council

had to abide by the schedule adopted in the previous year or make a motion to amend the calendar. He believes full Council should have been a part of drafting the calendar.

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

Opposed: Manning

The vote was in favor.

- b. December Meeting Schedule: December 19 – D&S (5:00 PM) and A&F (6:00 PM) Committees and Special Called Zoning Public Hearing (7:00 PM) – Ms. Roberts reminded Council of the upcoming committee and Zoning Public Hearing meetings.
- c. Township Board Holiday Drop-In, December 13, 6:00 PM, Township Auditorium – Ms. Roberts reminded Council of the upcoming Township Board Holiday Drop-In.
- d. Edgewood Library Groundbreaking Ceremony, December 14, 2:00 PM, 2101 Oak Street – Ms. Roberts reminded Council of the upcoming Edgewood Library Groundbreaking ceremony.
- e. Central SC Holiday Drop-In, December 14, 5:00 – 7:00 PM, 1201 Main St., Ste. 100 – CSCA Atrium – Ms. Roberts reminded Council of the upcoming Central SC Holiday Drop-In
- f. Columbia Chamber’s Public Policy Reception, January 11, 2018, 5:00 – 7:00 PM, 1221 Main St., Ste. 1100 (Terrace) – Ms. Roberts reminded Council of the Columbia Chamber’s upcoming Public Policy Reception.

11. **REPORT OF THE CHAIR**

- a. Domain Change – Ms. Dickerson stated she sent out a letter to her colleagues and requested they review the letter regarding the request to change the domain name.

Mr. Malinowski stated Mr. Manning raised the question about the cost to change the domain name and the personal email addresses versus the overall Richland County account, but he never saw a response to the questions.

Mr. Welch stated the change is a move toward branding so that Richland County’s name is more easily recognizable. There is no cost for the change. The old domain name will still work, so if someone uses rcgov.us it will redirect them to richlandsc.gov.

Mr. Livingston stated his response was that he likes the new domain change because it says who we are and where we are. Whereas the current domain name does not.

Mr. Rose inquired if there will be a transition period so that new business cards, letterhead, etc. does not have to be ordered.

Mr. Seals stated there is will be a transition period of approximately a year.

Mr. Livingston moved, seconded by Mr. Manning, to authorize the Chair to sign the letter to allow the change of the domain name.

Mr. Manning inquired if the rcgov.us would remain forever and to change business cards, stationery, etc. over the course of a year.

Mr. Malinowski inquired if someone uses the new domain name if it will forward to the old domain address.

The response was in the affirmative.

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

Abstain: Manning

Opposed: C. Jackson

The vote was in favor.

- b. Presentation to Councilmember – Ms. Dickerson presented Mr. Malinowski a resolution and a small token of appreciation for serving as the Vice-Chair in 2017.

Ms. Dickerson also thanked all of the chairs of the various standing and ad hoc committees.

## 12. OPEN/CLOSE PUBLIC HEARINGS

- a. An Ordinance Authorizing the issuance and sale of \$250,000,000 General Obligation Bonds, with an appropriate series designation and \$250,000,000 General Obligation Bond Anticipation Notes, Series 2018, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; directing the County Administrator to take certain actions related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. James Felder, Mr. James DeWitt and Mr. J. T. McLawhorn spoke in favor of this item.

**POINT OF PERSONAL PRIVILEGE** – Mr. Pearce recognized that Mr. McLawhorn has been a longstanding supporter of many programs in the community to assist young people.

## 13. APPROVAL OF CONSENT ITEMS

- a. 17-022 MA  
Chuck Munn  
RU to RS-LD (38 Acres)  
5339 Hard Scrabble Road  
TMS# R20500-04-06 [THIRD READING] – Mr. C. Jackson moved, seconded by Mr. N. Jackson, to approve this item.

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

The vote in favor was unanimous.

- b. 17-034MA  
Cruddie Torian  
PDD to PDD (.56 Acres)

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113 Barton Creek Court

TMS# R20206-03-03 [THIRD READING] – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

14. **THIRD READING ITEM**

- a. An Ordinance Authorizing the issuance and sale of \$250,000,000 General Obligation Bonds, with an appropriate series designation and \$250,000,000 General Obligation Bond Anticipation Notes, Series 2018, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; directing the County Administrator to take certain actions related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Pearce moved, seconded by Mr. Manning, to approve this item.

Ms. Myers made a friendly amendment to remove the following substitution from Section 23. Miscellaneous. “Poe, Adams & Bernstein LLP and Jabbar & Isaac, P.A., as Co-Disclosure Counsel”.

Mr. Malinowski stated we keep talking about bonding, running out of money and how much we are going to pay for the actual interest on the bond. He inquired if anyone had reviewed the part that states should there be a shortfall in the collection, the County’s full faith and credit is on the line for the projects in Richland County, the State of South Carolina, as well as, other municipalities. He suggested reviewing this and issuing bonds for the amount needed for the Richland County projects and to give SCDOT and the municipalities their share out of the collections.

Mr. Livingston stated he believes all of these projects are Richland County projects. They are in Richland County. If it is a SCDOT road, the person paying the transportation penny is paying for the road to be done. It may be in different jurisdictions, but he perceives it as all county projects.

Ms. Myers stated this has been difficult to understand and she wished to thank Mr. Livingston and Mr. N. Jackson for assisting her. She stated she supports where we are, but she has a couple requests. In moving full steam ahead to bond that we provide some sort of backstop on the contractors that ultimately will be performing the work. We are being we need this money ASAP because we have a bunch of people who can finish the work ASAP but we do not have anything in the contracts that penalizes them for not finishing the work ASAP. She requested Mr. Smith, if acceptable to her colleagues, to work on what is standard in construction contracts some sort of liquidated damages, so that once we get the money and put the full faith and credit of the County behind paying it back that there is some requirement that we get going on the projects.

Mr. Pearce stated he has no problem with what Ms. Myers is proposing, but according to what we are passing tonight we will then vote, at a later date, on spending the money. That would be the time when we would...

Ms. Myers stated she agrees. She just wanted to put it on the record and to ensure Mr. Smith is on notice that there is going to a separate piece now that we have the money.

Mr. N. Jackson stated his concern is with the BAN and the bond. It was his understanding, we can do a one year BAN and if we paid it off it would be \$3 - \$6 million. Then he is understanding that if Congress passes a budget the interest rate may go up. If we decide to do that we are talking about in

Special Called Meeting

December 12, 2017

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excess of \$22 - \$24 million, but if Congress passes this budget we may be paying \$35 - \$56 million in interest. If we are bringing in \$60 million, and you take away for the bus and greenways, we are using \$45 million. We are going to spend over \$56 million in interest. He finds it hard to spend that much in interest and it affect other parts of the County that may not have their projects done, especially in the unincorporated and rural communities where they want to have their dirt roads paved. He has seen all of the projects in the City of Columbia almost completed, but in the unincorporated area there are approximately 300 roads that need to be paved. Only 2 or 3 roads have been paved. Also, he is hearing more concern regarding the reporting and funding process with the Penny Tax Program. He is concerned we have not gotten all the information we need to get to move forward when things have not been done according to the ordinance. He cannot take a risk of spending over \$56 million in interest while the people in the unincorporated area have not been properly served.

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

Opposed: Malinowski and N. Jackson

The vote was in favor.

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

In Favor: Malinowski and N. Jackson

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

The motion for reconsideration failed.

15. **SECOND READING ITEM**

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

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

Opposed: Malinowski and Rose

The vote was in favor.

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

- a. Request of Board of Voter Registration and Elections: Repeal of Ordinance Section 1-16 of Chapter 1, General Provisions of the Richland County Code of Ordinances – Mr. Pearce stated, if you recall, we carried this item over in order to get clarification. Prior to tonight's meeting, Council received an email from Mr. Seals stating he had met with the Elections Department and had worked out a means of dealing with the issue. He requested legal advice on how best to dispose of this item.

Mr. Smith stated Council could either table the item or vote to not repeal the ordinance.

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

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

The vote in favor was unanimous.

17. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. A Resolution committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Liberty; identifying the project; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski inquired if the resolution was one reading.

Mr. Livingston stated that is correct. The resolution is to move forward with negotiations. The committee will come back with an ordinance regarding this matter at a later date.

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

Opposed: Malinowski

The vote was in favor.

- b. A Resolution to amend the December 21, 2010 resolution requiring certain accountability practices concerning economic development projects in Richland County – Mr. Livingston stated the committee recommended approval of this item and to come back with a suggestion on how to identify some of the information discussed in the committee meeting. One of the concerns discussed was how to best account for a company's hiring, particularly in Richland County. The concern was how we capture the information now. We capture the information by zip codes and that is creating a problem for us getting that kind of information. What we are still looking at is making sure we get a copy of the company's annual report.

Ms. Myers stated she is in favor of making sure we have the most robust business climate in the State, and in the region, and we are making it easy for companies to do business. However, she knows of no company in the world that does not collect zip codes on its employees. She cannot see that this is so onerous. Once we give away the requirement to collect the zip codes, we do not know on the other side. We are giving out money, in terms of a FILOT or tax holiday, and all we are saying is tell us you are hiring folks from Richland County. They do not have to tell us who they are. Just tell us where they are coming from. What we are saying now is they cannot be bothered to even track a zip code, but they collect that to pay people. She is in favor of the form being acceptable and easy for businesses. She is not in favor of saying they do not have to tell us the zip codes. She would suggest staff look for ways that truly make it more business friendly in Richland County. If companies that are getting millions of dollars in FILOTs or tax holidays cannot even give us a zip code to guarantee the citizens whose tax money make it possible to get the FILOT are getting some benefit in exchange for it, then maybe we should reconsider it. She stated she has worked with businesses over 25 years and she had never heard anybody say they do not collect zip codes.

Mr. C. Jackson stated, as a member of the Economic Development Committee, he concurs with Ms. Myers in broad terms. However, a couple challenges. One, zip codes were being provided and nothing was being done with them. We have requested the group go back and look at, and be specific, and talk about how many of the employees are actually living in Richland County versus other places. It will be much more specific, in terms of knowing where the individuals live in Richland

County, and not so much what part of Richland County they live in. The modification was not because it was onerous for the organizations, as much as it was nothing was being done with the way it was coming in and the format. The request was to reformat the information so that it would come in and be useful information for us on the Economic Development Committee. He stated he has said repeatedly he is very concerned about employees who work in our county and live other places. We want to be able to know, but he does not want to sort through zip codes to figure it out. If companies can let us know how many live in Richland, Lexington, Kershaw counties that is what he needs to make a determination about whether they are being a far employer of Richland County residents.

Ms. Myers inquired about what the other substitute method being put in place to take the place of the zip codes. What are we asking for?

Mr. C. Jackson stated that is what is being designed. It will likely be a question of how many of your employees live in Richland County. How many live in other counties. In the motion it says they are going to amend the annual report to make sure they capture that, but the actual document has not been done yet.

Ms. Myers stated what is going to happen is they are going to figure it out by zip codes. There is no other way.

Ms. McBride inquired as to who made the request.

Mr. Livingston stated the Economic Development Director made the request to change the form.

Ms. McBride stated we give companies discounts for coming into Richland County so we can hire the citizens of Richland County and we are not able to track the number of employees that are hired from Richland County. She finds that very confusing and frustrating to not be able to do that. Secondly, why do we not find a way to use the zip codes rather develop a new process? Thirdly, if we are going to develop a new process, I would want to know what that process is prior to voting not to use the zip codes. We are just voting blindly as to not using zip codes, but not knowing what we are going to use.

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

Opposed: Myers, N. Jackson and McBride

The vote was in favor.

- c. A Resolution committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Lite; identifying the project; and other matters related thereto – 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.

- d. Approval for the Economic Development Department to accept a \$500,000 Site Enhancement Grant from the South Carolina Department of Commerce to grade a 300,000 SF building pad on a county-

owned site at the Northpoint Industrial Park – 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 VACANCIES**

- a. Accommodations Tax – 5 Vacancies (One applicant must have a background in the Cultural Industry; three applicants must have a background in the Hospitality Industry; and one is an at-large seat)
- b. Hospitality Tax – 2 Vacancies (Applicants must be from Restaurant Industry)
- c. Internal Audit Committee – 1 Vacancy (Applicant must be a CPA)
- d. Business Service Center Appeals Board – 1 Vacancy (Applicant must be an attorney)
- e. Board of Assessment Appeals – 2 Vacancies
- f. Board of Zoning Appeals – 3 Vacancies
- g. Central Midlands Council of Governments (CMCOG) – 3 Vacancies
- h. Building Codes Board of Appeals – 2 Vacancies (One applicant must be from Architecture Industry & one from the Contractor Industry)
- i. Procurement Review Panel – 2 Vacancies (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
- j. Airport Commission – 1 Vacancy
- k. Central Midlands Regional Transit Authority (CMRTA) – 1 Vacancy
- l. Transportation Penny Advisory Committee – 2 Vacancies (One 3-year term and one 5-year term)
- m. Richland Memorial Hospital Board – 1

Mr. Malinowski stated the Richland Memorial Hospital Board vacancy needed to be added to the list of vacancies. He then stated the committee recommended advertising and/or re-advertising the vacancies.

Mr. Manning inquired if the agenda needed to be amended to add the Richland Memorial Hospital Board vacancy prior to taking action on the vacancies.

Mr. Malinowski stated he inquired about that prior to the meeting and it was recommended this is a committee report and therefore, he is reporting out what was taken up and recommended at the committee meeting.

Ms. Dickerson inquired if the Richland Memorial Hospital Board vacancy is properly before Council since it was not added at the "Adoption of the Agenda".

Mr. Smith stated the appropriate way for this to have been addressed would have been when the agenda was adopted for Mr. Malinowski to request that another item be added under his report.

Mr. Manning moved, seconded by Mr. Malinowski, to reconsider the adoption of the agenda.

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

The vote in favor was unanimous.

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Mr. Malinowski moved, seconded by Mr. Manning, to add the Richland Memorial Hospital Board vacancy to the agenda for action.

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

The vote in favor was unanimous to add the Richland Memorial Hospital Board vacancy.

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

The vote in favor was unanimous to advertise/re-advertise the vacancies.

20. **NOTIFICATION OF VACANCIES**

- a. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) -2 – Mr. Malinowski stated the committee recommended re-appointing Mr. DuJuan Council. The committee is awaiting a reply from LRADAC to determine if Mr. Gregory B. Cunningham is eligible for re-appointment.

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

The vote in favor of re-appointing Mr. Council was unanimous.

- b. Community Relations Council – 3 – Mr. Malinowski stated the committee recommended appointing Ms. LaShonda McFadden and Ms. Gretchen D. Barron and re-advertising for the remaining position.

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

The vote in favor of appointing Ms. McFadden and Ms. Barron and re-advertising the remaining position was unanimous.

- c. Planning Commission – 1 – Mr. Malinowski stated the committee recommended appointing Mr. Mettauer (Tau) L. Carlisle.

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

The vote in favor of appointing Mr. Carlisle was unanimous.

21. **ITEMS FOR ACTION FROM RULES & APPOINTMENTS**

- a. I move that 2020 Hampton Street discontinue the practice of scheduling meeting for Council members at the same time [MANNING] – Mr. Malinowski stated the committee recommended approving the following amended language: “No meeting of a committee of Council may be scheduled to commence at the same time, or within 1 hours of the scheduled start of another meeting of a committee of Council; provided, however, that the Chairs of committees that may have conflicting meetings may coordinate between themselves to shorten the time between the start of such meetings set forth herein if they determine that their meetings are anticipated to be of such short duration that overlapping start times would not work prevent members of Council from

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attending those meetings. For purposes of this rule, a “meeting of a committee of Council” is a meeting where a quorum of Council members who have been appointed by the Chair of County Council to a committee, subcommittee, ad hoc committee, working group or any other public body is in attendance.”

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

The vote in favor was unanimous.

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

- a. Atlas Road Widening Project: Right of Way acquisition – Mr. Manning stated the committee recommended moving forward with the right-of-way acquisition for the Atlas Road Project as presented in the ad hoc committee, which is the remaining 3 parcels.

Mr. C. Jackson inquired if the end result is to do condemnation on the 3 parcels.

Mr. Manning responded in the affirmative, but stated there is one that still has ongoing negotiations and could potentially not result in condemnation.

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

The vote in favor was unanimous.

- b. Blythewood Road Widening Project Revision – Mr. Manning stated originally the termini for the Blythewood Road Widening Project was from I-77 to Syrup Mill. After public input, Council moved forward with extending the project limits to Muller Road. However, due to funding shortfalls to the program it is recommended to shorten the termini back to the original termini as was passed. The recommendation is to revise the termini for the Blythewood Road Widening Project to match what was originally in the referendum from I-77 to Syrup Mill Road.

Mr. N. Jackson stated for clarification to return it to how it was in the referendum.

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

The vote in favor was unanimous.

- c. Gills Creek Greenway Project: Maintenance Agreement – Mr. Manning stated we went back and forth about moving from one side of the creek to the other side of the creek. Almost everyone was happy with the outcome of that; however, there was an issue about a maintenance agreement because this is not in the unincorporated part of Richland. We requested the City of Columbia to step up, which they did. There is a maintenance agreement that has been approved by the City Council. The recommendation is to approve the maintenance agreement for the Gills Creek Greenway Project, as approved by the City of Columbia, for the maintenance and security of the greenway.

Ms. Dickerson inquired if this is a change in the ordinance.

Mr. Manning stated this is just an agreement about the City of Columbia is going to maintain and keep security of the greenway.

**POINT OF CLARIFICATION** – Mr. Pearce stated there was a public outcry about the original plotting of the greenway on the east bank of Gills Creek. There were over 350 people who turned out and there was a very heated debate about that. It took approximately a year to get everyone settled down. There have been additional public meetings. The greenway has been relocated to the right-hand side. There were 2 remaining issues. The County is going to build the greenway, but it has to be maintained and someone has to provide security. The original letter from the City said they would maintain it. The letter was very vague; therefore, when we took up the greenway there was a motion made that before any additional work could be done on the Gills Creek Greenway 2 things must happen. One, we would obtain a letter from the City stating they would agree to provide both maintenance and security of the greenway. Secondly, we would provide to the affected homeowners a document in which the County asserted it would not move the greenway back to the east bank. The document before Council tonight basically does both things. In Section 1 of the document it states, “Richland specifically agrees that regardless of any other changes to the proposed Greenway alignment, the final as-built alignment will not include any connection to the Hampton Estates neighborhood.” Once the MOA is executed, he will be able to provide a copy of the document to the homeowners.

Ms. Dickerson inquired if this a part of the greenways in the referendum.

Mr. Pearce stated it is a part of the original ordinance and Council took a vote on where the boundaries of this project. When Council voted on the boundaries, he added the amendment to provide the maintenance and security.

Mr. N. Jackson inquired if the document was a part of the ordinance.

Mr. Pearce stated the Gills Creek Greenway was a part of the ordinance.

Mr. N. Jackson inquired if we are changing any alignment in the greenway.

Mr. Pearce stated the alignment is where the Council voted on it.

Mr. N. Jackson inquired if we are eliminating any alignment.

Mr. Pearce stated there are no alignment changes.

Mr. N. Jackson stated for clarification that we are discussing maintenance.

Mr. Manning stated that we are discussing maintenance and security.

Mr. Malinowski stated Mr. Pearce’s amendment that was discussed in the Transportation Ad Hoc Committee does not appear to be included in the document before Council tonight.

Mr. Pearce stated the first time he saw the document was at the committee meeting. At that time, he felt he could kill two birds with one stone. He consulted with the Legal Department and they suggested adding a few words to strengthen the agreement by defining what the Hampton Estates are. The City was in agreement with the addendum and they have incorporated the wording into the agreement.



Mr. Malinowski inquired if the City of Columbia voted on and approved the agreement at their December 5<sup>th</sup> meeting.

Mr. Pearce stated they did.

Mr. Malinowski stated while we are being told there are no changes, there are changes and he would like to know if this affects the overall cost. In a letter from City Manager, Teresa Wilson, she stated they wanted to change the width of the greenway from 12 ft. to 14 ft. Therefore, he would like to know what the additional costs will be.

Mr. Beaty stated there will not be an additional cost to the project. They are developing the project to stay within the total referendum amount assigned to the project.

Mr. Malinowski stated the agreement is good for 20 years; therefore, what happens at the end of the 20 years.

Mr. N. Jackson stated in the discussion points it states, "at the June 2, 2017 meeting, Section A was modified to delete the segment from Kilbourne Rd. to Fort Jackson Blvd. and start at the intersection of Fort Jackson Blvd. and Crowson Rd. The removal of the Kilbourne Rd. to Fort Jackson segment eliminates the direct connection from Section A to Section B." He inquired if this removal or change would require 3 readings and a public hearing.

Mr. Pearce stated Council has already voted on it.

Mr. N. Jackson stated if it affects or makes changes to the ordinance it requires 3 readings and a public hearing. If we have not had 3 readings and a public hearing the practice is not correct.

Mr. Manning stated the issue about the ordinance is the project and the money and not what side of the creek it is going to be on. There is a greenway going down the creek and if there are adjustments that need to be made, he does not believe that specificity was a part of the ordinance and referendum.

Mr. N. Jackson stated his question was if in the ordinance a specific route was approved and there was a public hearing. There was not supposed to be a public hearing, but a public notice of moving forward. From the public hearing, which the PDT carried out, the citizens had a change of mind and they wanted a segment removed and it was voted on to remove it. If it was approved in the ordinance, based on the design and the ordinance approved, if we are eliminating or making any changes there must be 3 readings and a public hearing to make that change and put it somewhere else. It was not an arbitrary design. It was a specific design. A route was laid out, how it would look, and where it was supposed to be. The community decided they wanted it changes and Council changed it. His understanding is that any changes to anything in the ordinance needs 3 readings and a public hearing.

Mr. Smith stated if in fact Council is making any changes to the 2012 ordinance, as adopted, to include the projects, and the cost of those projects as adopted, it is correct there is a need for 3 readings and a public hearing. In terms of this particular item, he is not sure as to what is being changed as a result of what is being said, but if you are changing the ordinance, a project in the ordinance or the amount assigned to that project, then that would require 3 readings and a public hearing.

Mr. Pearce stated what is before us tonight is simply the maintenance and security agreement.

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Mr. N. Jackson stated we are not finished with what was approved in June until we have 3 readings and a public hearing. He does not want the public to think it has been changed and we have not had the 3 readings and a public hearing. The document in front of him reminds him that we were not following the proper practices and he would like for us to follow it, as we presented it to the public. We need to do right and have 3 readings and public hearing for any changes.

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

Opposed: Malinowski

The vote was in favor.

- d. Options to stay within Referendum amounts – This was received as information only.

23. **REPORT OF THE COURTHOUSE AD HOC COMMITTEE**

- a. Recommendation from December 4<sup>th</sup> Ad Hoc Meeting – Mr. Rose stated the committee recommended moving this discussion into the Richland Renaissance Plan.

24. **OTHER ITEMS**

- a. A Resolution relating to the declaration of intent by Richland County, South Carolina, to reimburse certain expenditures prior to the issuance of tax-exempt debt on behalf of the County – Mr. Pearce moved, seconded by Mr. C. Jackson, to defer this until after Executive Session.

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

Opposed: N. Jackson

The vote was in favor.

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

Mr. Pearce made a substitute motion, seconded by Mr. Malinowski, to defer this item until such time as we spend more than the cash available on hand.

It was ruled the motion for deferral until such time as the cash on hand was expended was not permissible; therefore, Mr. Pearce restated his motion to simply defer the item.

Mr. N. Jackson stated for clarification from what we were advised it is necessary to move certain things forward. Was that correct?

**POINT OF CLARIFICATION** – Mr. Manning stated the financial advisor was not in the room. It was bond counsel.

Mr. Pearce withdrew his substitute motion.

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

Opposed: Malinowski, Pearce, and Rose

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Abstained: Manning

The vote was in favor.

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

In Favor: Malinowski, Pearce and Rose

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

The motion for reconsideration failed.

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

26. **EXECUTIVE SESSION**

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

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

*Council went into Executive Session at approximately 8:34 PM and came out at approximately 10:08 PM*

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

Opposed: Manning

The vote was in favor of coming out of Executive Session.

- a. Employee Grievances (5) – Mr. C. Jackson moved, seconded by Mr. Malinowski, to uphold the Administrator's recommendation with the exception of the grievances referenced in Council Memo 11-6 and Council Memo 11-8.

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

The vote in favor was unanimous.

- b. Potential Litigation: Class Action – Mr. Smith stated, as it relates to the matter discussed in Executive Session, Council would like to receive additional information on anyone else that may be interested.

Mr. N. Jackson moved, seconded by Ms. Kennedy, to direct legal to proceed as discussed in Executive Session.

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

The vote in favor was unanimous.

- c. Pending Litigation: Public Interest Foundation vs. Richland County – Received as information.

- d. Contractual Matter: Land Acquisitions – Mr. Manning moved, seconded by Mr. Pearce, to disapprove this item.

Mr. N. Jackson made a substitute motion, seconded by Ms. Myers, to approve this item.

Mr. Livingston made a second substitute motion to move forward with the 3 major project purchases under consideration regarding the Renaissance Plan and to move forward with continuing with the concept of the Renaissance Plan.

Several Council members asked for clarification of the 2<sup>nd</sup> substitute motion.

Mr. Livingston stated he was not sure if he needed to mention the locations regarding where we are talking about relocating that are currently under consideration.

Mr. N. Jackson inquired if Mr. Livingston was referring to the “Project A Unveiling”.

Mr. Livingston responded in the affirmative.

Mr. Livingston restated his motion as followed: “To move forward with the purchase of the 3 major properties under consideration regarding Item 9.a. and continue to work on the Renaissance concept.” Mr. C. Jackson seconded the motion.

Ms. Kennedy requested clarification.

Mr. Livingston stated the difference is you voting on the entire plan, which would include every specific detail in the plan in terms of other areas, locations, properties, and so forth. What it says is you are going to move for one part of it and then you are going to make sure you look at the other parts and get more information.

Ms. Kennedy stated for clarification, what Mr. Livingston is saying, is we are going to split it all up.

Mr. Livingston stated we may change some things and we may not.

Ms. Myers stated for clarification the goal of Mr. Livingston’s motion is to say we are moving forward with one piece of it and the others remain contingencies. So essentially, we would have to come back and vote 6 separate times.

Mr. Livingston stated we may only have to come back one separate time.

Ms. Myers stated her point is the goal of the 2<sup>nd</sup> substitute motion is to segregate the whole thing.

Mr. Livingston stated that one part of it. It may be one motion that cares all of it next time.

Mr. N. Jackson stated he is trying to figure out the difference between the 2<sup>nd</sup> substitute motion and the substitute motion. The substitute motion is to move forward with the plan and in doing so the Administrator can move forward with the purchase of the necessary property. The 2<sup>nd</sup> substitute motion is to purchase the property and then decide on the plan later or which part of the plan.

Mr. Livingston stated when he says to purchase the property he means moving forward with one part of the Renaissance Plan, which is to move where the County services are located.

Mr. Rose stated he wanted to clarify the 3 motions. Mr. Manning made a motion to not purchase any property, correct? Or to not move forward with the Renaissance Plan.

Mr. Manning stated it was to not purchase the property.

Mr. Rose further stated then Mr. N. Jackson made a motion to purchase the property and move forward with the entire Renaissance Plan.

Mr. N. Jackson stated his motion is to move forward with the plan.

Mr. Rose then stated Mr. Livingston made a 2<sup>nd</sup> substitute motion to purchase the property, but not approve the full Renaissance plan.

Mr. Livingston stated his motion was to purchase the property that we are currently considering and move forward with discussions with the rest of the Renaissance Plan.

In Favor: C. Jackson, Manning, Livingston, and McBride

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

The 2<sup>nd</sup> substitute motion failed.

Mr. Rose requested Mr. N. Jackson to restate the substitute motion.

Mr. N. Jackson stated the motion is to move forward with the plan, to include the necessary purchase by the Administrator, as discussed in Executive Session.

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

Opposed: Malinowski, Pearce, Manning, Livingston and Rose

The vote was in favor of the substitute motion.

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

In Favor: Malinowski, Pearce, Manning, and Rose

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

The motion for reconsideration failed.

- e. Contractual Matter: Due Diligence – Received as information.
- f. Public Defender Lease – Mr. N. Jackson moved, seconded by Ms. Myers, to request the County Attorney to renegotiate the lease.

Mr. Malinowski made a friendly amendment that during renegotiations for the lease we continue to look for another suitable property.

Mr. N. Jackson accepted the friendly amendment.

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

The vote in favor was unanimous.

27. **MOTION PERIOD**

- a. I move that Council get specific answers regarding the PDTs past performance and the current status of projects before moving forward with the bonding [N. JACKSON] – Mr. Malinowski stated we do not need a motion for this according to Ordinance 039-12HR states “an outside agency or organization that receives appropriations from sales and use tax can be directed by Council to provide additional information.” Therefore, he suggested directing the Administrator or staff to go directly to the PDT and provide the information Mr. N. Jackson is requesting.

This item was referred to Administration for follow-up.

- b. Based on several complaints received, I move that the PIO investigate if anything can be done to our livestream broadcasts to enhance the public’s ability to visually decipher votes taken by Council. Currently, the viewing screens in the Council Chamber cannot be read [PEARCE and ROSE] – This item was referred to the D&S Committee
- c. Move to review the existing cat ordinance and remove the last sentence of the ordinance [PEARCE] – Ms. McBride inquired if Council can legally vote on this again since they took it up approximately 3 months ago.

Mr. Smith stated the ordinance was amended and Mr. Pearce’s motion is simply to review the ordinance. Therefore, there is not a request being made to do anything further at this time.

Mr. Pearce stated it was a new ordinance that was designed to resolve a problem. It has come to his attention the ordinance is not working properly; therefore, he is requesting a review of the ordinance.

This item was referred to the D&S Committee.

- d. Resolution honoring the Dutch Fork High Football Team on their 2<sup>nd</sup> Consecutive State Championship [MALINOWSKI] – Mr. Pearce moved, seconded by Mr. Malinowski, to adopt a resolution honoring the Dutch Fork High Football Team on their 2<sup>nd</sup> consecutive State Championship.

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

The vote in favor was unanimous.

**ADJOURN** – The meeting adjourned at approximately 10:29 PM



## Richland County Council

SPECIAL CALLED MEETING  
January 9, 2018 – 4:45 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, Jim Manning, Yvonne McBride, Dalhi Myers

**OTHERS PRESENT:** Michelle Onley, Jamelle Ellis, Brandon Madden, Sandra Yudice, Dale Welch, Kim Williams-Roberts, Gerald Seals, Shane Kitchens, Beverly Harris, Trenia Bowers, Dwight Hanna, Brad Farrar, Stacey Hamm, Tracy Hegler, David Bowser, Donny Phipps, Synithia Williams, Quinton Epps, and Ismail Ozbek

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 4:45 PM.
2. **APPROVAL OF MINUTES**
  - a. **Special Called Meeting: December 12, 2017** – Mr. Livingston moved, seconded by Mr. Malinowski, to defer the approval of the minutes until the February 6<sup>th</sup> Council meeting.  
  
In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride  
  
The vote in favor was unanimous.
  - b. **Zoning Public Hearing: December 19, 2017** – Mr. Manning moved, seconded by Ms. Myers, to approve the minutes as distributed.  
  
In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride  
  
The vote in favor was unanimous.
3. **ADOPTION OF THE AGENDA** – Mr. N. Jackson moved, seconded by Mr. Malinowski, to adopt the agenda as published.  
  
In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride  
  
The vote in favor was unanimous.
4. **ELECTION OF CHAIR** – Mr. N. Jackson moved, seconded by Ms. Kennedy, to nominate Ms. Dickerson for the position of Council Chair.  
  
In Favor: C. Jackson, Myers, Kennedy, Dickerson, N. Jackson, Livingston, and McBride

Opposed: Malinowski, Manning and Rose

The vote was in favor of electing Ms. Dickerson to the position of Council Chair.

5. **ELECTION OF VICE CHAIR** – Mr. N. Jackson moved, seconded by Mr. Livingston, to nominate Mr. Malinowski for the position of Vice-Chair.

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

Opposed: C. Jackson, Manning, Dickerson, and Rose

The vote was in favor of electing Mr. Malinowski to the position of Vice Chair.

6. **SELECTION OF SEATS:**

1. Pearce
2. Rose
3. McBride
4. N. Jackson
5. Malinowski
6. Dickerson
7. Livingston
8. Kennedy
9. Myers
10. C. Jackson
11. Manning

7. **ADJOURNMENT** – The meeting adjourned at approximately 4:54 PM



JOHNSON, TOAL & BATTISTE, P.A.  
ATTORNEYS AT LAW

I.S. LEEVY JOHNSON  
WILLIAM T. TOAL\*  
LUTHER J. BATTISTE, III  
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PLEASE REPLY:

\* OF COUNSEL

January 24, 2018

Columbia Office

VIA Hand Delivered  
Larry C. Smith, Esquire  
Richland County Attorney's Office  
P. O. Box 192  
Columbia, SC 29202

RE: Benedict College

Dear Larry:

I represent Benedict College.

Benedict College and Richland County, South Carolina entered into a Second Amendatory Lease Agreement (Exhibit 1) dated September 21, 1999 in connection with a bond deal with the Bank of New York. The proceeds of the bond have been repaid in full but Richland County has never released the lease in accordance with Article III Section 3.1. The duration of the lease was scheduled to expire when the funds were repaid.

For your information, I am enclosing a copy of the Second Amendatory Lease Agreement along with an e-mail verifying the loan has been paid off. (Exhibit 2)

Larry, I would sincerely appreciate your prompt attention to providing us with a document that we can record cancelling the lease. We are in the process of selling the property and discovered this impediment. It would be a great aid to us to get this matter resolved this week.

Yours very truly,

JOHNSON, TOAL & BATTISTE, P.A.

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

  
I.S. Leevy Johnson

Richland County Legal Dept.  
Received by: BAKER  
DATE: 1/24/18  
TIME: 4:45p

**EXHIBIT A**

Book 00346-1753  
1999082840 09/22/1999 12:21:03:67  
Fee: \$42.00 County Tax: \$0.00 State Tax: \$0.00  
Amendment-Deed



**SECOND AMENDATORY LEASE AGREEMENT**

Between

**RICHLAND COUNTY, SOUTH CAROLINA**

And

**THE BENEDICT COLLEGE**

Dated as of August 1, 1999

Relating to

**EDUCATIONAL FACILITIES REVENUE BONDS  
SERIES 1999  
(BENEDICT COLLEGE PROJECT)**

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This **SECOND AMENDATORY LEASE AGREEMENT** dated as of August 1, 1999 between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "Issuer"), party of the first part, and **THE BENEDICT COLLEGE**, a non-profit corporation organized under the laws of the State of South Carolina (the "College"), party of the second part,

**WITNESETH:**

**WHEREAS**, the Issuer has previously issued its Educational Facilities Revenue Bond Series 1996 (Benedict College Project) on April 5, 1996 (the "Series 1996 Bonds") at the request of the College, pursuant to the terms of a bond ordinance, enacted by the County Council of the Issuer on April 2, 1996 (as amended and supplemented from time to time, the "Bond Ordinance") to finance various projects at the College which are leased to the College pursuant to the terms of the Lease Agreement, dated as of April 1, 1996 (as amended and supplemented from time to time, the "Lease Agreement"), between the Issuer and the College; and

**WHEREAS**, the Issuer has previously issued its Educational Facilities Revenue Bonds Series 1998 (Benedict College Project) on March 31, 1998 (the "Series 1998 Bonds") at the request of the College, pursuant to the terms of a bond ordinance supplementing the Bond Ordinance enacted by the County Council of the Issuer on March 17, 1998 (the "First Supplemental Ordinance") to finance various projects at the College which are leased to the College pursuant to the terms of the Lease Agreement as amended and supplemented by the First Supplemental Lease Agreement, dated as of March 1, 1998 between the Issuer and the College.

**WHEREAS**, the College has requested that the County Council of the Issuer (the "Council") assist the College by financing the acquisition, construction, equipping and furnishing of a new administration building, refinancing the cost of acquisition of approximately sixty acres of real property, and refinancing a portion of the cost of acquisition of a 40 unit apartment complex, all as more fully described on the attached Exhibit A (collectively, the "1999 Project") through the issuance of tax-exempt revenue bonds to be issued by the Issuer, the proceeds of which will be used by the Issuer to acquire, construct, equip and furnish the 1999 Project, and which will be repaid solely from revenues derived from lease payments to be made by the College to the Issuer pursuant to the terms of the Lease Agreement, as amended and supplemented by this Second Amendatory Lease Agreement, dated as of August 1, 1999 (the "Second Amendatory Lease Agreement") pursuant to which the Issuer will lease the 1999 Project to the College; and

**WHEREAS**, the College has previously incurred indebtedness through the issuance of Educational Facilities Authority for Private Nonprofit Institutions of Higher Learning, Educational Facilities Revenues Bonds, Series 1995 (Benedict College Project) (the "Series 1995 Bonds") pursuant to the terms of a Loan Agreement, dated as of June 1, 1995 (the "1995 Loan Agreement"), between the Educational Facilities Authority for Private Non-profit Institutions of Higher Learning and the College to finance certain projects at the College; and

**WHEREAS**, the College desires to incur the indebtedness authorized hereunder as parity debt (a) pursuant to Section 3.5 of the 1995 Loan Agreement and (b) pursuant to Section 3.5 of the Lease Agreement and Sections 309 and 310 of the Bond Ordinance, and the College has provided

to the trustee with respect to the Series 1995 Bonds and to the Trustee under the Bond Ordinance evidence of compliance with the requirements of Section 3.5 of the 1995 Loan Agreement and Section 3.5 of the of the Lease Agreement and Sections 309 and 310 of the Bond Ordinance so that the obligations of the College with respect to the Series 1999 Bonds shall be secured on a parity with the obligations of the College with respect to the Series 1995 Bonds, the 1995 Loan Agreement, the Series 1996 Bonds, and the Series 1998 Bonds; and

**WHEREAS**, Asset Guaranty Insurance Company has issued its Financial Guaranty Insurance Policy with respect to the Series 1996 Bonds and the Series 1998 Bonds; has reserved the right to approve all amendments to the Lease Agreement; and has consented to the amendment of the Lease Agreement pursuant to the terms of this Second Amendatory Lease Agreement.

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows, to-wit:

## ARTICLE I

### DEFINITIONS AND REPRESENTATIONS

**Section 1.1 Definitions.** The terms defined in this Section 1.1 and all words and terms defined in the Lease Agreement (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Second Amendatory Lease Agreement have the respective meanings given to them in the Lease Agreement and in this Section 1.1.

**"Assignment of Lease Amendment"** means the Assignment of Lease Amendment, dated as of the date hereof, by and among the Issuer, the College, and the Trustee.

**"Bond Ordinance"** means the Bond Ordinance enacted by Richland County Council on April 2, 1996 as supplemented and amended by a Supplemental Ordinance enacted on March 17, 1998 and a Supplemental Ordinance enacted on June 29, 1999.

**"Ground Lease"** means the Ground Lease dated as of April 1, 1996 between the College and the Issuer as supplemented and amended by the First Amendatory Ground Lease dated as of March 1, 1998 and the Second Amendatory Ground Lease dated as of August 1, 1999.

**"Guarantee Agreement"** means the Guarantee Agreement dated as of the date hereof, between the College and the Trustee.

**"Issuance Costs"** means all costs and expenses of issuance of the Series 1999 Bonds, including, but not limited to:

- (i) underwriters' discount and fees;

- (ii) counsel fees, including Bond Counsel, underwriters' counsel, counsel to the Issuer, College counsel, and disclosure counsel fees, as well as any other specialized counsel fees;
- (iii) financial advisor fees;
- (iv) rating agency fees;
- (iv) trustee fees and trustee's counsel fees;
- (v) paying agent and certifying and authenticating agent fees related to issuance of the Series 1999 Bonds;
- (vi) accountant fees;
- (vii) printing costs of the Series 1999 Bonds and of the preliminary and final official statement;
- (viii) publication costs associated with the financing proceedings; and
- (ix) costs of engineering and feasibility studies necessary to the issuance of the Series 1999 Bonds.

**"Lease Agreement"** means the Lease Agreement dated as of April 1, 1996 between the College and the Issuer as supplemented and amended by the First Amendatory Lease Agreement dated as of March 1, 1998 and as further supplemented and amended by this Second Amendatory Lease Agreement.

**"Mortgage"** means the Mortgage and Security Agreement between the College and the 1995 Trustee dated as of June 1, 1995 as supplemented by a First Supplement to Mortgage and Security Agreement dated as of April 1, 1996 as further supplemented by a Second Supplement to Mortgage and Security Agreement dated as of March 1, 1998 and as further supplemented by the Third Supplement to Mortgage.

**"1999 Debt Service Reserve Fund Requirement"** means, with respect to the Series 1999 Bonds, the maximum annual principal and interest payments coming due on the Series 1999 Bonds during the current or any subsequent Fiscal Year.

**"1999 Insurer"** means Asset Guaranty Insurance Company, a corporation organized under the laws of the State of New York or any successor thereto.

**"1999 Policy"** means the financial guaranty insurance policy issued by the 1999 Insurer insuring the payment when due of the principal of and interest on the Series 1999 Bonds as provided therein.



"1999 Project" means the 15,000 square foot administrative building, the 40 unit apartment complex, and the sixty acres of real property, all as more fully described on Exhibit A attached to this Second Amendatory Lease Agreement.

"Permitted Encumbrances" means those items set forth on the attached Exhibit B.

"Pledged Revenues" means (1) all accounts, revenues, income, receipts, and money received or receivable in any period by or on behalf of the College which are derived from the operation of the Parking Project, the New Dormitory Project, and the 1998 Residential Facility, including room charges, as well as (2) all accounts, revenues, income, receipts, and money received or receivable in any period by or on behalf of the College which are allocable to students resident in either the New Dormitory Project or the 1998 Residential Facility in any semester, including general tuition charges and fees for such students, and (3) in all cases any securities in which the foregoing are invested, including, without limitation, any interest, earnings, or profits therefrom.

"Second Amendatory Ground Lease" means the Second Amendatory Ground Lease, dated as of the date hereof, between the College, as lessor and the Issuer, as lessee, with the consent of the Trustee.

"Second Amendatory Lease Agreement" means this Second Amendatory Lease Agreement, dated as of August 1, 1999, between the Issuer, as lessor and the College, as lessee, with the consent of the Trustee.

"Second Amendatory Security Agreement" means the Second Amendatory Security Agreement, dated as of the date hereof, between the Issuer, as debtor, and the Trustee, as secured party.

"Second Supplemental Ordinance" means the Second Supplemental Bond Ordinance enacted by the Council on July 20, 1999 authorizing the issuance of the Series 1999 Bonds.

"Series 1999 Bonds" means the Educational Facilities Revenue Bonds, Series 1999 (Benedict College Project) issued by the Issuer in the aggregate principal amount of \$11,305,000 pursuant to Article II, Section 1 of the Second Supplemental Ordinance.

"Third Supplement to Mortgage" means the Third Supplement to Mortgage and Security Agreement, dated as of the date hereof, amending and supplementing the terms of the Mortgage.

Section I.2 Words Referring to Second Amendatory Lease Agreement and Definitions of General Words and Terms. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Second Amendatory Lease Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender. The words "Bonds", "holder", and "person" shall include the plural as well as the singular number unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons, and public bodies, unless the context shall otherwise indicate.

**Section 1.3 References to Articles, Sections, and Other Subdivisions.** References to Articles, Sections, and other subdivisions of this Second Amendatory Lease Agreement are to the designated Articles, Sections, and other subdivisions of this Second Amendatory Lease Agreement.

**Section 1.4 Representations by the Issuer.** The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a duly created county under the provisions of South Carolina law. Under the provisions of the Act, the Issuer has the power to enter into the transactions contemplated by this Second Amendatory Lease Agreement and to carry out its obligations hereunder.

(b) The Issuer has determined that the issuance of the Series 1999 Bonds as described in the Second Supplemental Ordinance and the financing of the acquisition, installation, and construction of the 1999 Project are in furtherance of the objects and purposes of the Issuer and of the Act.

(c) The execution and delivery of this Second Amendatory Lease Agreement, the Series 1999 Bonds, the Second Amendatory Security Agreement, and the Second Amendatory Ground Lease, and the performance by the Issuer of its obligations under this Second Amendatory Lease Agreement, the Series 1999 Bonds, the Second Amendatory Ground Lease, and the Second Amendatory Security Agreement have been duly and effectively authorized by all necessary corporate action on the part of the Issuer, and do not and will not conflict with or result in any breach of any of the material terms, conditions, or provisions of, or constitute a default under, or result of the creation or imposition of any material lien, charge, or encumbrance upon any property or assets of the Issuer pursuant to any indenture, loan agreement, or other agreement or instrument (other than this Second Amendatory Lease Agreement and the Second Amendatory Security Agreement) or of any material corporate restriction to which the Issuer is a party or by which the Issuer, its properties, or operations may be bound, and such action will not result in any material violation of the provisions of the Act or regulations or similar documents of the Issuer or any material laws, ordinances, governmental rules or regulations, or court or other governmental orders to which the Issuer, its properties, or operations is subject.

(d) This Second Amendatory Lease Agreement, the Series 1999 Bonds, the Second Amendatory Ground Lease, and the Second Amendatory Security Agreement have been duly authorized, executed, and delivered by the Issuer and are legal, valid, and binding obligations of the Issuer.

**Section 1.5 Representations by the College.** The College makes the following representations as the basis for the undertakings on its part herein contained:

(a) The College is duly incorporated and is validly existing as a nonprofit corporation under the laws of the State of South Carolina, is not in violation of any provisions of its Charter, its By-Laws, or the laws of the State of South Carolina, and has all requisite power and authority and all necessary licenses and permits to own and operate its properties, to carry on its activities as now conducted and as presently proposed to be conducted, to enter into this Second Amendatory Lease Agreement, the Guarantee Agreement, the Second Amendatory Ground Lease, and the Third

Supplemental Mortgage, and to carry out and consummate all the transactions contemplated by this Second Amendatory Lease Agreement, the Guarantee Agreement, the Second Amendatory Ground Lease, and the Third Supplemental Mortgage. The College is authorized by law to provide a program of education beyond the high school level and does not receive State financial support.

(b) The execution and delivery of this Second Amendatory Lease Agreement, the Guarantee Agreement, the Second Amendatory Ground Lease, and the Third Supplemental Mortgage and the performance by the College of the its obligations under this Second Amendatory Lease Agreement, the Guarantee Agreement, the Second Amendatory Ground Lease, and the Third Supplemental Mortgage have been duly and effectively authorized by all necessary corporate action on the part of the College, including the adoption of an appropriate approving resolution by its governing board, and do not and will not conflict with or result in any breach of any of the material terms, conditions, or provisions of, or constitute a default under, or a result in the creation or imposition of any material lien, charge, or encumbrance upon any property or assets of the College pursuant to any indenture, loan agreement, or other agreement (other than this Second Amendatory Lease Agreement and the Third Supplemental Mortgage) or of any material corporate restriction to which the College is a party or by which the College, its properties, or operations may be bound, and such action will not result in any material violation of the provisions of the charter or by-laws or similar incorporating or governing documents of the College or any material laws, ordinances, governmental rules or regulations, or court or other governmental orders to which the College, its properties, or operations is subject.

(c) This Second Amendatory Lease Agreement, the Guarantee Agreement, the Second Amendatory Ground Lease, and the Third Supplemental Mortgage have been duly authorized, executed, and delivered by the College and are legal, valid, and binding obligations of the College.

(d) The College received a determination letter from the Internal Revenue Service stating that the College is exempt from federal income tax under Section 501(c)(3) of the Code, and the College has received no notice of a change in its status from the Internal Revenue Service.

(e) The Series 1999 Bonds are issued with the intention that the interest thereon be exempt from federal income taxation pursuant to the exemptions contained in Sections 103(a) and 145 of the Code.

(f) All of the proceeds received from the issuance of the Series 1999 Bonds will be used to defray the Costs of the 1999 Project, all of which properly may be capitalized for federal income tax purposes. No part of such proceeds is to be used by the College, directly or indirectly, as working capital or to finance inventory.

(g) The amount necessary to defray 1999 Project Costs, including indirect costs, to the College, including expenses incurred in connection with the issuance of the Series 1999 Bonds, is in excess of \$11,500,000.

(h) The College has obtained all consents, approvals, authorizations, permits, licenses, certificates, exemptions, and orders, of any governmental or regulatory authority or body that are obtainable to date as a condition precedent for the acquisition, construction, renovation, equipping,

or operation, of the 1999 Project. The College has satisfied or will satisfy all other requirements necessary for the acquisition, construction, renovation, equipping, and operation, of the 1999 Project, including obtaining all consents, approvals, authorizations, permits, licenses, certificates, exemptions, and orders, of any governmental or regulatory authority or body.

## ARTICLE II

### DEMISING CLAUSE; NO WARRANTY OF TITLE; ISSUANCE OF SERIES 1999 BONDS; ACQUISITION OF THE 1999 PROJECT

#### Section 2.1 Demising Clause; No Warranty of Title; Agreement to Issue Series 1999 Bonds and Acquire 1999 Project.

(a) The Issuer demises and leases to the College and the College leases from the Issuer, the 1999 Project at the rental set forth in Section 3.2 hereof and in accordance with the provisions of the Lease Agreement. The Issuer makes no warranty with respect to its title to the 1999 Project.

(b) The Issuer has acquired a leasehold interest in the 1999 Project pursuant to the terms of the Ground Lease. The Issuer agrees to deliver to the College sole and exclusive possession of the 1999 Project upon the execution and delivery of this Second Amendatory Lease Agreement and the College thereupon and thereafter shall have sole and exclusive possession of the 1999 Project during the Term (subject to the rights of the Issuer and the Trustee set forth herein). The College agrees that it will commence the acquisition, construction, equipping, and furnishing of the 1999 Project as promptly as possible and will cause the same to proceed with due diligence to completion and in any event will cause the 1999 Project to be completed by August 1, 2002.

(c) The College shall from time to time appoint by written instrument filed with the Trustee Authorized College Representatives authorized to act for it in any or all matters relating to the acquisition, construction, equipping, and furnishing of the 1999 Project and payments out of the Construction Fund. One of the Authorized College Representatives appointed by the College shall be designated its "Project Supervisor". The College may from time to time, by written notice also filed with the Trustee, revoke, amend, or otherwise limit the authorization of any Authorized College Representatives appointed by it to act on its behalf and designate another Authorized College Representatives to act on its behalf, provided that there shall be at all times at least one Authorized College Representatives (who shall be the Project Supervisor) authorized to act on behalf of the College, with reference to all the foregoing matters. The College shall submit a written certification of the Project Supervisor and the Authorized College Representatives, together with specimen signatures, to the Trustee not less often than every two years.

(d) The College shall cause payments to be made from the Construction Fund to finance the Costs of the 1999 Project, and including reimbursements to the College for funds expended by the College for such purpose and subject to the requirements of the Bond Ordinance with respect to withdrawals from the Construction Fund.

#### Section 2.2 No Warranty of Suitability by Issuer. The Issuer makes no warranty,

either express or implied, and offers no assurances that the 1999 Project is suitable for the College's purposes or needs or that the proceeds derived from the sale of the Series 1999 Bonds are sufficient to pay in full all the 1999 Project Costs.

**Section 2.3 College to Pursue Remedies Against Contractors and Subcontractors and Their Sureties.** In the event of default of any contractor or subcontractor under any contract made by it in connection with the 1999 Project, the College will promptly proceed (at the College's sole cost and expense), either separately or in conjunction with others, to exhaust the remedies of the College against the contractor or subcontractor so in default and against his surety, if any, for the performance of such contract. The College may, in its own name, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, or surety which the College deems reasonably necessary. Any amounts recovered by way of damages, refunds, adjustments, or otherwise in connection with the foregoing prior to the completion of the 1999 Project shall, after payment of all costs and expenses including reasonable attorney's fees incurred in connection with the foregoing, be paid into the Construction Fund and after the completion of the 1999 Project, shall be paid into the Bond Fund.

**Section 2.4 Agreement to Issue Series 1999 Bonds; Application of Bond Proceeds.** In order to provide funds to finance the 1999 Project Costs, the Issuer will proceed as promptly as practicable with the issuance and sale of the Series 1999 Bonds in the aggregate principal amount of \$11,305,000 bearing interest, maturing, and having the other terms and provisions as provided in the Second Supplemental Ordinance.

**Section 2.5 Disbursements from the Construction Fund and Issuance Cost Fund.** The Issuer will in the Second Supplemental Ordinance authorize and direct the Trustee to use the moneys in the Construction Fund and the Issuance Cost Fund, together with any earnings from investment of such moneys, to pay the 1999 Project Costs, and otherwise in accordance with Article III thereof.

**Section 2.6 Investment of Construction Fund, Issuance Cost Fund, Debt Service Reserve Fund, Bond Fund Moneys, Revenue Fund, Operation and Maintenance Fund, Depreciation Fund, and Contingent Fund.** The College shall not direct investments to be made which may result in any Series 1999 Bond being considered an "arbitrage bond" within the meaning of Section 148 of the Code. The Trustee shall be protected in following the directions of the College in making any investments hereunder. The Trustee shall have no responsibility to establish whether any such investment or investments shall cause the Series 1999 Bonds to be considered "arbitrage bonds".

**Section 2.7 Completion of the 1999 Project.**

(a) If amounts on deposit in the Construction Fund shall be insufficient to pay fully all sums required to acquire, construct, furnish, equip, and install the 1999 Project, the College shall be obligated to complete the acquisition, construction, equipping, and furnishing of the 1999 Project at its own expense and the College shall pay any deficiency by making payments directly to the construction contractor or contractors or the suppliers of materials and equipment as the same shall become due or the College shall pay into the Construction Fund the moneys necessary to complete

the 1999 Project in which case the College will proceed to complete the 1999 Project and the costs thereof will be paid from the Construction Fund. The College shall make the Issuer whole and hold the Issuer harmless from any obligation to pay any amount in excess of the money available therefor in the Construction Fund. The College shall not by reason of the payment of such excess costs from its own funds (whether by direct payment thereof or payment into the Construction Fund) be entitled to any diminution in the payment of the Lease Payments and other payments hereunder.

(b) The completion of the 1999 Project shall be evidenced to the Trustee by a certificate signed by the Project Supervisor stating that (i) the acquisition, construction, equipping, and furnishing of the 1999 Project have been completed in accordance with the specifications therefor and all labor, services, materials, and supplies used in connection therewith have been paid for and the 1999 Project is free of any liens or encumbrances other than Permitted Encumbrances and (ii) all other facilities necessary in connection with the 1999 Project have been acquired, constructed, equipped, and installed in accordance with the specifications therefor and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

### ARTICLE III

#### DURATION OF TERM; LEASE PAYMENT PROVISIONS; SECURITY; ADDITIONAL BONDS AND PARITY DEBT

Section 3.1 Duration of Term. The term of this Second Amendatory Lease Agreement shall begin on the Closing Date and, subject to the provisions of this Second Amendatory Lease Agreement, shall continue until midnight of July 1, 2029 or until payment of the Bonds pursuant to Article VIII of the Bond Ordinance.

#### Section 3.2 Lease Payment Provisions.

(a) The College agrees to pay to the Trustee, in such manner as shall be acceptable to the Trustee, for the account of the Issuer, without notice or demand, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, Lease Payments in an amount sufficient to pay in full the principal (whether at maturity or upon mandatory sinking fund redemption or other redemption, or upon declaration or acceleration) of, redemption premiums, if any, and interest on the Bonds from time to time outstanding under the Bond Ordinance, less the amount of other funds held by the Trustee and available for such payment, as provided in the Bond Ordinance. Without limiting the foregoing, in addition to Lease Payments with respect to the Series 1996 Bonds and to the Series 1998 Bonds pursuant to Section 3.2(a) of the Lease Agreement, Lease Payments shall be due and payable in the total sum of the following amounts, less the amount of credit to which the College may be entitled, and at the following times:

(i) Commencing on October 10, 1999, and on the tenth (10<sup>th</sup>) day of each month thereafter through and including December 10, 1999, for deposit to the credit of the Bond

Fund, one-third ( $1/3^{\text{rd}}$ ) of the interest payable on January 1, 2000, and commencing on January 10, 2000 and on the tenth ( $10^{\text{th}}$ ) day of each month thereafter, one-sixth ( $1/6^{\text{th}}$ ) of the interest payable on the Series 1999 Bonds on the next succeeding January 1 or July 1, as the case may be; provided that the amount required to be paid each month may be reduced, to the extent not previously credited, by the amount, if any, on deposit in the Bond Fund and available to pay interest on the Series 1999 Bonds on the following January 1 or July 1, as the case may be, and derived other than from payments made pursuant to this subsection (i); and

(ii) Commencing on October 10, 1999 and on the tenth ( $10^{\text{th}}$ ) day of each month thereafter, for deposit to the credit of the Bond Fund, one-ninth ( $1/9^{\text{th}}$ ) of the maturing principal on July 1, 2000, and commencing on July 10, 2000, and on the tenth ( $10^{\text{th}}$ ) day of each month thereafter, one-twelfth ( $1/12^{\text{th}}$ ) of the amount due to pay the mandatory sinking fund requirements or maturing principal of the Series 1999 Bonds on the next succeeding July 1; provided that the amount required to be paid in each month may be reduced, to the extent not previously credited, by the amount, if any, on deposit in the Bond Fund and available to pay such mandatory sinking fund requirement or principal on the next succeeding July 1 and derived other than from payments made pursuant to this subsection (i); and

(iii) Any amount which from time to time may be required to enable the Issuer to pay redemption premiums if, as, and when the Series 1999 Bonds are called for redemption pursuant to the Bond Ordinance.

(b) The College's obligation to make Lease Payments under this Second Amendatory Lease Agreement is a full faith and credit obligation of the College and the College covenants that it will pay the Lease Payments at such times and in such amounts so as to assure that no default shall at any time occur in the payment of the principal of, redemption premium, if any, or interest on the Series 1999 Bonds either by serial maturity or mandatory sinking fund redemption or other redemption.

(c) Any installment of Lease Payments with respect to the Series 1999 Bonds not paid on the due date thereof shall bear interest until paid at the Default Rate. Except for payments pursuant to Section 3.2(e) hereof, all Lease Payments shall be made directly to the Trustee for the account of the Issuer and, except as otherwise provided in Section 3.7 of the Lease Agreement, shall be deposited in the Bond Fund.

(d) The College recognizes and acknowledges that it is the intention hereof that until the Series 1999 Bonds are fully paid, Lease Payments in addition to Lease Payments with respect to the Series 1996 Bonds and the Series 1998 Bonds pursuant to Section 3.2(a) of the Lease, shall be due in monthly installments in the amounts and at least twenty (20) days prior to the times as shall be required to pay the installments of principal of, premium, if any, and interest on the Series 1999 Bonds as the same shall become due and payable.

(e) The College further covenants and agrees to pay directly to the Issuer the reasonable expenses of the Issuer relating to the Bonds, this Second Amendatory Lease Agreement, or the

1999 Project, if any, including attorneys' fees with respect thereto and all other fees and charges of the Issuer as provided for under the Act.

**Section 3.3 Obligations of College Unconditional.** The obligation of the College to pay the Lease Payments, to make all other payments provided for herein, and to perform and observe the other agreements and covenants on its part herein contained shall be absolute and unconditional, irrespective of any rights of setoff, recoupment, or counterclaim it might otherwise have against the Issuer or the Trustee. The College will not suspend or discontinue any such payment or fail to perform and observe any of its other agreements and covenants contained herein or terminate the Lease Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, the failure of the College to complete the 1999 Project, or any acts or circumstances that may constitute an eviction or constructive eviction, or the failure of consideration or commercial frustration of purpose, or any damage to or destruction or condemnation of the 1999 Project, or the invalidity of any provision of the Lease Agreement, or the taking by eminent domain of title to or the right to temporary use of all or any of the 1999 Project, or any change in the tax or other laws of the United States of America, of the State or any political subdivision of either thereof, or any failure of the Issuer to perform and observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with the Lease Agreement. Notwithstanding the foregoing, the College may, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding, or take any other action involving third persons which the College deems reasonably necessary in order to secure or protect its rights of use and occupancy and the other rights hereunder. The provisions of the first and second sentences of this Section shall apply only so long as any part of the principal of and interest on the Bonds remains outstanding and unpaid.

**Section 3.4 Third Supplemental Mortgage and Title Insurance; Pledged Revenues.**

(a) At or prior to the Closing Date, the College shall execute, deliver, and record the Third Supplemental Mortgage, securing the prompt payment of the Lease Payments and the performance by the College of its other obligations under this Second Amending Lease Agreement and the payment and performance by the College of its obligations under the Guarantee Agreement, (i) which shall grant to the Trustee a parity first mortgage lien and security interest on the Mortgaged Premises free, clear, and discharged of all liens, charges, encumbrances, and restrictions, except Permitted Encumbrances, and (ii) whereby the College will pledge, assign, and grant a first security interest in all Pledged Revenues of the College to the Trustee, free, clear, and discharged of all liens, charges, encumbrances, and restrictions, except Permitted Encumbrances.

(b) At or prior to the date of issuance of the Series 1999 Bonds, the College shall deliver to the Trustee a commitment to issue an endorsement to the existing title insurance policy, or a new title insurance policy, insuring the lien of the Mortgaged Premises, including all portions of the 1999 Project, so that the title insurance policy or policies shall be in an aggregate amount equal to \$39,109,025.00.

**Section 3.5 Debt Service Reserve Fund Payments.** The Debt Service Reserve Fund shall be increased by an amount equal to the 1999 Debt Service Reserve Fund Requirement from proceeds of the sale of the Series 1999 Bonds, for the purpose of paying principal of, premium, if



any, and interest on the Bonds as the same become due in the event there should be insufficient funds for the purpose in the Bond Fund, unless provision for their payment in full has been duly made, and for payment of fees, charges, and expenses of the Trustee upon the occurrence of an Event of Default under the Bond Ordinance and for payment of principal of, premium, if any, and interest on Parity Debt upon the occurrence of an Event of Default under the Lease. Interest and profits earned upon the investment of amounts held in the Debt Service Reserve Fund shall be retained in the Debt Service Reserve Fund at all times the balance of the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement; thereafter and at all times the balance of the Debt Service Reserve Fund is equal to or greater than the Debt Service Reserve Fund Requirements for the Series 1996 Bonds, the Series 1998 Bonds, and the Series 1999 Bonds, such interest and profits shall be deposited in the Bond Fund. In the event any funds from the Debt Service Reserve Fund shall be withdrawn and which withdrawal results in an amount less than the Debt Service Reserve Fund Requirements for the Series 1996 Bonds, the Series 1998 Bonds and Series 1999 Bonds being on deposit therein, the College shall, beginning on the tenth (10<sup>th</sup>) day of the month following notice of such withdrawal, and on the tenth (10<sup>th</sup>) day of each month thereafter, in addition to any other Lease Payments which may be due, make twelve (12) equal consecutive monthly payments as reserve Lease Payments to the Trustee for deposit into the Debt Service Reserve Fund, each equal to one-twelfth (1/12<sup>th</sup>) of the amount of such withdrawals, subject to a credit for earnings retained in or other deposits made to the Debt Service Reserve Fund during such period. In the event losses resulting from the investment of amounts held in the Debt Service Reserve Fund on any valuation date result in the amounts held in that Fund being less than the Debt Service Reserve Fund Requirement for the Series 1996 Bonds, the Series 1998 Bonds, and the Series 1999 Bonds, the College shall, beginning on the tenth (10<sup>th</sup>) day of the month following that valuation date and on the tenth (10<sup>th</sup>) day of each month thereafter, in addition to any other Lease Payments which may be due, make three (3) equal consecutive monthly payments as reserve Lease Payments to the Trustee for deposit into the Debt Service Reserve Fund, each equal to one-third (1/3) of the amount of such diminution in value or losses to the Debt Service Reserve Fund.

**Section 3.6 Indemnity of Issuer, Trustee, and Insurer.** Neither the Issuer, the Trustee, nor the 1999 Insurer shall be liable for any damage or personal injury to the College, its officers, employees or the public, caused by or growing out of any breakage, leakage, disorder, or defective condition of any water or sewer pipe, toilets, plumbing, electric wires, gas pipes, fixtures, apparatus, or connections, or machinery or equipment or any of them, on the 1999 Project or the Mortgaged Premises, or caused by or growing out of any defects in the 1999 Project or the Mortgaged Premises (including all environmental liabilities regarding the 1999 Project or the Mortgaged Premises) or any part thereof, even if such defect occurred or existed prior to the term of the Lease Agreement. The College shall indemnify and hold the Issuer, the Trustee, and the 1999 Insurer harmless from any action, suit, judgment, or liability against the Issuer, the 1999 Insurer, or the Trustee on account of any defects in the condition of the 1999 Project or the Mortgaged Premises for any personal injury or property damage occasioned or claimed to have been occasioned thereon or thereby and shall defend the Issuer, the 1999 Insurer, and the Trustee against all such claims at the College's expense. In addition, in the event any contractor or subcontractor or furnisher of labor or materials under any contract or purchase order with respect to the 1999 Project or the Mortgaged Premises shall institute legal proceedings alleged to arise thereunder or with respect thereto, the College shall indemnify and hold the Issuer, the 1999 Insurer, and the Trustee harmless against all claims asserted in such proceedings including any reasonable expenses

(including attorney's fees and expenses) incurred by the Issuer, the Trustee, or the 1999 Insurer in connection with the defense of any such claims, and shall defend all such claims. To the fullest extent permitted by the laws and Constitution of the State, the College shall protect, hold harmless, and indemnify the Trustee and the 1999 Insurer for, from, and against any and all liability, obligations, losses, claims, and damages paid or incurred in connection with the Bond Ordinance and the Lease Agreement and any related instrument (including all environmental liabilities regarding the 1999 Project or the Mortgaged Premises), (except that the College shall not protect, hold harmless, or indemnify the 1999 Insurer or the Trustee, as applicable, for the wilful or wanton acts or omissions, mistakes, or gross negligence of the 1999 Insurer or the Trustee, as applicable, to the extent that such acts, omissions, mistakes, or gross negligence of such party are successfully alleged to have caused the liability, obligation, loss, claim, or damage) and expenses in connection herewith including reasonable attorneys' fees and expenses. The obligations of the College to protect, hold harmless, reimburse, and indemnify the 1999 Insurer, the Trustee, and the Issuer as set forth under this Section shall survive any termination, release, satisfaction, and discharge of the Lease Agreement and the Bond Ordinance.

#### ARTICLE IV

#### CERTAIN PROVISIONS RELATING TO ASSIGNMENT, SUBLEASING, MORTGAGING, AND THE BONDS

##### Section 4.1 Release and Removal of Equipment.

(a) In the event the College determines from time to time that any item of furnishings, machinery, or equipment constituting a part of the 1999 Project has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the College, after giving notice thereof to the Trustee, may remove such item of furnishing, machinery, or equipment constituting a part of the 1999 Project, and may sell, trade-in, exchange, or otherwise dispose of the same, as a whole or in part, provided:

(i) such removal will not (in the written opinion of the College delivered to the Trustee) materially impair the overall efficiency of the operation of the 1999 Project, or adversely affect the structural integrity of any of the facilities constituting the 1999 Project; and

(ii) the College shall either:

(A) substitute, or cause to be substituted, for such removed item of furnishings, machinery, or equipment constituting a part of the 1999 Project (by direct payment of the costs thereof), and install, or cause to be installed, in the 1999 Project, other furnishings, machinery, or equipment having equal or greater value and utility in the operation of the 1999 Project (but not necessarily having the same function), for the purposes herein contemplated all of which substituted furnishings, machinery, or equipment shall be free of all liens, other than Permitted Encumbrances, and shall become a part of the 1999 Project; or

(B) not make any such substitution and installation, provided that: (1) in the case of the sale of any such removed item of furnishings, machinery, or equipment constituting a part of the 1999 Project (other than to itself), or in the case of the scrap thereof, the College shall pay to the Trustee the proceeds from such sale or the scrap thereof, as the case may be; (2) in the case of the trade-in of such removed item of furnishings, machinery, or equipment constituting a part of the 1999 Project for other furnishings, machinery, or equipment not to be installed in the 1999 Project, the College shall pay to the Trustee an amount of money equal to the credit received by it in such trade-in; or (3) in the case of the sale of any such removed item of furnishings, machinery, or equipment constituting a part of the 1999 Project to the College, or in the case of any other disposition thereof, the College shall pay to the Trustee, an amount of money equal to the fair market value thereof at the time of sale or other disposition.

Any money paid to the Trustee pursuant to the provisions of this Section shall be deposited in the Bond Fund and applied to the payment or redemption of Bonds as directed in writing by the College. Upon satisfaction of the provisions of this Section for the removal of any item of furnishing, machinery, or equipment, the Issuer and the Trustee shall release such item from the liens, if any, of the Mortgage, the Security Agreement, and the Bond Ordinance.

(b) Notwithstanding any provision of subsection (a) of this Section, the College without being required to make the substitution specified in clause (A), paragraph (ii) of such subsection, or the payment specified in clause (B), paragraph (ii) of such subsection, may remove and sell or otherwise dispose of any item or items of furnishings, machinery, or equipment constituting a part of the 1999 Project, provided that the aggregate fair market value of such furnishings, machinery, or equipment so removed does not exceed: (i) Twenty Thousand Dollars (\$20,000) in any Fiscal Year, and (ii) Fifty Thousand Dollars (\$50,000) in all Fiscal Years during the Term, and compliance herewith shall be evidenced by a certificate of the College delivered to the Trustee prior to any such removal. The value of any such furnishings, machinery, or equipment so removed pursuant to this subsection (b) shall not be included in the computations required by subsection (c) of this Section.

(c) The College shall promptly report to the Trustee each removal, sale, and other disposition of any items of furnishings, machinery, or equipment constituting a part of the 1999 Project, and shall promptly make the substitution required by clause (A), paragraph (ii), subsection (a) of this Section, or shall promptly pay such amounts as are required to be paid by clause (B), paragraph (ii), subsection (a) of this Section; provided that, in any Fiscal Year, no such report, payment, or repayment need be made until the amount to be paid pursuant to clause (B), paragraph (ii), subsection (a) of this Section aggregates at least (i) Twenty Thousand Dollars (\$20,000) for such Fiscal Year, or (ii) Fifty Thousand Dollars (\$50,000) in all Fiscal Years, and thereafter, no further payment need be made in any succeeding Fiscal Year until such amount again aggregates at least (iii) Twenty Thousand Dollars (\$20,000) in such Fiscal Year, or (iv) Fifty Thousand Dollars (\$50,000) in all Fiscal Years. The Issuer shall, at the request of the College, execute and deliver, and cause the Trustee to execute and deliver, to the College appropriate documents releasing the

same from the respective liens, if any, of the Mortgage, the Security Agreement, and the Bond Ordinance, as appropriate. The College shall pay any costs (including attorneys' fees) incurred by the Issuer and the Trustee in releasing from the aforesaid liens any item of furnishings, machinery, or equipment constituting a part of the 1999 Project removed pursuant to this Section, and subjecting to the respective liens, if any, of the Mortgage, the Security Agreement, and the Bond Ordinance, as appropriate, any items of furnishings, machinery, or equipment substituted therefor.

(d) The removal from the 1999 Project of any item of furnishings, machinery, or equipment constituting a part of the 1999 Project pursuant to the provisions of this Section shall not entitle the College to any postponement, abatement, or diminution of the Lease Payments or of any other sum payable hereunder.

**Section 4.2 Release of Certain Land.** (a) Upon satisfaction of the conditions precedent set forth in this Section, the Issuer and the Trustee shall release from the provisions of the Lease Agreement and the liens if any, of the Mortgage, the Security Agreement, and the Bond Ordinance as applicable, any rights in any portion of the 1999 Project which are not reasonably necessary or desirable for the 1999 Project. The Issuer shall execute and deliver, and cause the Trustee to execute and deliver, any and all instruments necessary or appropriate to so release, from the respective liens, if any, of the Bond Ordinance and the Mortgage, as applicable, such rights in such portions of the 1999 Project upon receipt by the Issuer and the Trustee of all of the following:

(i) a copy of the proposed instrument transferring such title or interest in such rights in such portions of the 1999 Project as the College then desires to be transferred;

(ii) a certificate of an Authorized College Representative stating (i) that no Event of Default has occurred and is then continuing, and (ii) the purpose for which the College desires such release;

(iii) a certificate of a consulting architect, dated not more than sixty (60) calendar days prior to the date of the release, stating that in the opinion of such consulting architect, (A) such rights in such portions of the 1999 Project proposed to be released are not reasonably necessary or desirable for the operation of the 1999 Project, and (B) the proposed release will not materially adversely affect the efficient operation of the 1999 Project for the purpose herein contemplated or the means of ingress thereto or egress therefrom;

(iv) a certificate of an independent appraiser, dated not more than sixty (60) days prior to the date of the release, stating the fair market value of such rights in such portions of the 1999 Project to be so released; and

(v) an amount of cash equal to the fair market value of such portions of the 1999 Project as determined by the certificate described in paragraph (iv) above, which amount shall be deposited in the Bond Fund and applied to the redemption or payment of Bonds as directed by the College.

(b) No conveyance or release effected under the provisions of this Section shall entitle

the College to any postponement, abatement, or diminution of the Lease Payments or any other sums payable hereunder. All costs and expenses (including attorneys' fees, filing fees, and taxes) reasonably incurred by the Issuer and the Trustee in connection with such conveyance or release shall be paid by the College as such costs and expenses accrue.

(c) The College reserves the right to relocate any rights-of-way or easements with respect to any of the 1999 Project as shall be necessary or convenient for the operation of the 1999 Project or any of the facilities of the College provided that, in the opinion of a consulting Architect, the relocation of such rights of way or easements do not materially or adversely affect the efficient operation of the 1999 Project or impair the means of ingress thereto and egress therefrom.

## ARTICLE V

### COVENANTS OF THE COLLEGE

Section 5.1 **Rate Covenant.** (a) The College hereby covenants to operate the New Dormitory Project and the 1998 Residential Facility as revenue-producing facilities, and to charge such rates and fees as will be sufficient to provide sufficient Pledged Revenues for the payment of (a) debt service on the Series 1999 Bonds, the Series 1998 Bonds, the Series 1996 Bonds, the Series 1995 Bonds, all Additional Bonds and all Parity Debt, and (b) required deposits to debt service reserve funds for the Series 1999 Bonds, the Series 1998 Bonds, the Series 1996 Bonds, the Series 1995 Bonds, all Additional Bonds and all Parity Debt and all other required deposits pursuant to the 1995 Loan Agreement, the 1995 Indenture, the Lease Agreement, and the Bond Ordinance. The College has also covenanted in the Lease Agreement to charge such tuition, rates, and fees as will be sufficient to provide gross revenues of the College equal to at least (i) all operating expenses of the College; (ii) 120% of debt service in each Fiscal Year on the College indebtedness, and (iii) all other required deposits to reserve or other funds pursuant to the documentation for such indebtedness.

(b) If at any time the requirements of clause (a) hereof are not met, the College shall review and study the rate structure then in effect to determine any increase to the rates and fees in the following Fiscal Year to the level required or, if in the opinion of the College the attainment of that level is impracticable, to the highest level attainable. So long as the College shall follow this procedure, the College shall not be deemed to be in default of this Section for such Fiscal Year; provided, however, that it shall be a default under this Section if the coverage ratio is less than that which is necessary to provide a coverage of 100% of maximum annual debt service on the Bonds, the Series 1995 Bonds, and any Parity Debt in any Fiscal Year.

## ARTICLE VI

### INTERNAL REVENUE CODE, SECTION 103 AND SECTIONS 141 THROUGH 150

#### Section 6.1 **Tax Status of College and Series 1999 Bonds.**

ATTORNEYS AT LAW

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LUTHER J. BATTISTE, III

GEORGE (a) JOHNSON

BY SPONSOR

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(803) 252-9102

The College represents under the Second Amendatory Lease Agreement (a) that it is described in Section 501(c)(3) of the Code and as such is exempt from federal income tax under Section 501(a) of the Code, (b) it has received a letter or letters from the Internal Revenue Service to that effect, (c) it is in compliance with all terms, conditions, and limitations, if any, contained in such letter or letters, (d) such status has not been adversely modified, limited, or revoked, and (e) the facts and circumstances which form the basis of such status, as represented to the Internal Revenue Service, continue substantially to exist. The College covenants that it will not perform any acts or enter into any agreements or not to perform any act or fulfill any requirement that shall have the effect of prejudicing its tax-exempt status under such provisions of the Code or its eligibility for grants, loans, subsidies, or payments from the United States of America, the State of South Carolina, and any instrumentality of either, and that it will maintain, extend and renew its corporate existence under the laws of the State and all franchises, rights and privileges to it granted and upon it conferred, will remain qualified to transact business in the State and will not do, suffer or permit any act or thing to be done, whereby its right to transact its functions might or could be terminated or its operations and activities restricted or whereby the payment of Lease Payments might or could be hindered, delayed or otherwise impeded. The College further covenants that it will use due diligence so that it will maintain its tax-exempt status under federal income tax laws and regulations thereunder and none of its Pledged Revenues, income or profits, either realized or unrealized, and none of its assets or property will be distributed to any of its employees, or inure to the benefit of any private person, association, partnership or corporation, other than for the lawful corporate purpose of the College. The College covenants and agrees that neither the 1999 Project nor more than 5% of the proceeds of the Series 1999 Bonds are to be used in any use (directly or indirectly) in a trade or business carried on by a person other than a governmental unit, instrumentality of a government unit, or Section 501(c)(3) organization with respect to their activities which do not constitute unrelated trades or businesses, by applying Section 513(a) of the Code.

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PLEASE REPLY:

(b) The College covenants and agrees that it will not make any use, and directs the Trustee not to make any use, of the proceeds of the Series 1999 Bonds which would cause the Series 1999 Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and 148 of the Code. The College further covenants and agrees that it will not perform any act or enter into any agreements that shall have the effect of prejudicing the exclusion from gross income for Federal income tax purposes of the interest on the Series 1999 Bonds under Section 103 of the Code or omit to perform any act required to maintain such exclusion under Section 103 of the Code.

**Section 6.2 Federal Guarantee Prohibition.** The College covenants not to take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 1999 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and regulations promulgated thereunder.

**Section 6.3 Limitation on Issuance Costs.** The College covenants that no amount in excess of two per centum (2%) of the proceeds of the Series 1999 Bonds shall be used to pay for, or provide for the payment of, the Issuance Costs.

**Section 6.4 College to Perform Duties of Issuer with respect to Rebate.** The College acknowledges that, pursuant to the requirements of Section 148 of the Code, payment of a rebate to

the United States of America may be necessary and agrees to timely cause the same to be calculated and pay the same and to perform all duties of the Issuer imposed by the Code and the Bond Ordinance with respect thereto. The College's obligations under this Section shall survive the termination of this Second Amendatory Lease Agreement.

Section 6.5 **Religious Use of the 1999 Project.** The College covenants that no portion of the 1999 Project shall be used for sectarian instruction, or as a place of religious worship, or in connection with any part of a program of a school or department of divinity.

Section 6.6 **Compliance with Tax Certificate.** The information and estimates set forth in the College's Tax Certificate executed by the College on the date of delivery of the Series 1999 Bonds, are true and correct to the best of the College's information and belief, and the College hereby covenants and agrees to comply with all provisions of the Tax Certificate as if they were set forth in full herein.

## ARTICLE VII

### PROVISIONS WITH RESPECT TO BOND INSURANCE

Section 7.1 **Acceptance of Commitment of 1999 Insurer.** The Issuer hereby accepts the commitment of the 1999 Insurer to issue the 1999 Policy and authorizes and approves the purchase of the 1999 Policy from the 1999 Insurer. The Issuer further authorizes the execution and delivery of such documents and certificates as may be necessary and proper in connection with the purchase of the 1999 Policy.

Section 7.2 **Payment Provisions with Respect to the 1999 Policy.** (a) The Trustee hereby agrees that it shall not make a claim for payment on the 1999 Policy until any and all funds held pursuant to the Bond Ordinance and available therefor have been fully drawn to pay debt service on the Series 1999 Bonds.

(b) As long as the 1999 Policy shall be in full force and effect, the Issuer, the College, the Trustee, and the paying agent agree to comply with the following provisions:

(i) At least three (3) days prior to all Interest Payment Dates, the Trustee or paying agent, if any, will determine whether there will be sufficient funds to pay the principal of or interest on the Series 1999 Bonds on such Interest Payment Date. If the Trustee or paying agent, if any, determines that there will be insufficient funds, the Trustee or paying agent, if any, shall so notify the Insurance Trustee. Such notice shall specify the amount of the anticipated deficiency, the Series 1999 Bonds to which such deficiency is applicable and whether such Series 1999 Bonds will be deficient as to principal or interest, or both. The 1999 Insurer will make payments of principal or interest due on the Series 1999 Bonds on or before the first (1st) day next following the date on which the Insurance Trustee shall have received notice of nonpayment from the Trustee or paying agent, if any.

(ii) The Trustee or paying agent, if any, shall, after giving notice to the Insurance Trustee as provided in (a) above, make available to the 1999 Insurer and the Insurance Trustee, the registration books of the Issuer maintained by the Trustee or paying agent, if any, and all records relating to the funds maintained under the Bond Ordinance.

(iii) The Trustee or the paying agent, if any, shall provide the Insurer and the Insurance Trustee with a list of registered owners of Series 1999 Bonds entitled to receive principal or interest payments from the 1999 Insurer under the terms of the 1999 Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Series 1999 Bonds entitled to receive full or partial interest payments from the Insurer and (ii) to pay principal upon Series 1999 Bonds surrendered to the Insurance Trustee by the registered owners of Series 1999 Bonds entitled to receive full or partial principal payments from the 1999 Insurer.

(iv) The Trustee or the paying agent, if any, shall at the time it provides notice to the Insurance Trustee pursuant to (a) above, notify registered Owners of Series 1999 Bonds entitled to receive the payment of principal or interest thereon from the 1999 Insurer (i) as to the fact of such entitlement, (ii) that the 1999 Insurer will remit to them all or part of the interest payments next coming due upon proof of Owner entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee as determined by the 1999 Insurer, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the 1999 Insurer, they must surrender their Series 1999 Bonds (along with an appropriate instrument of assignment in form satisfactory to the 1999 Insurer to permit ownership of such Series 1999 Bonds to be registered in the name of the 1999 Insurer) for payment to the Insurance Trustee, and not the Trustee or paying agent, if any, and (iv) that should they be entitled to receive partial payment of principal from the 1999 Insurer, they must surrender their Series 1999 Bonds for payment thereon first to the Trustee or paying agent, if any, who shall note on such Series 1999 Bonds the portion of the principal paid by the Trustee or paying agent, if any, and then, along with an appropriate instrument of assignment in form satisfactory to the 1999 Insurer, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(v) In the event that the Trustee and paying agent, if any, have notice that any payment of principal or interest on a Series 1999 Bond which has become due for payment and which is made to a registered Owner by or on behalf of the Issuer has been deemed a preferential transfer and theretofore recovered from its registered Owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee or paying agent, if any, shall, at the time the Insurance Trustee is notified pursuant to (a) above, notify all registered Owners that in the event that any registered Owner's payment is so recovered, such registered Owner will be entitled to payment from the Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee or paying agent, if any, shall furnish to the Insurance Trustee and the 1999 Insurer its records evidencing the payments of principal or interest on the Series 1999 Bonds which have been made by the Trustee or paying agent, if any, and subsequently recovered from registered Owners and



the dates on which such payments are made.

(vi) In addition to those rights granted the 1999 Insurer under the Bond Ordinance, the 1999 Insurer shall, to the extent it makes payment of principal of or interest on Series 1999 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the 1999 Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee or paying agent, if any, shall note the 1999 Insurer's rights as subrogee on the registration books of the Issuer maintained by the Trustee or paying agent, if any, upon receipt from the Insurer of proof of the payment of interest thereon to the registered Owners of the Bonds and (ii) in the case of subrogation as to claims for past due principal, the Trustee or paying agent, if any, shall note the Insurer's rights as subrogee on the registration books of the Issuer maintained by the Trustee or paying agent, if any, upon surrender of the Bonds by the registered Owners thereof together with proof of the payment of principal thereof.

**Section 7.3 Interpretation.** (a) Notwithstanding any other provision of the Bond Ordinance, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of the Bond Ordinance, the Trustee (or Paying Agent) shall consider the effect on the Bondholders without regard to the 1999 Policy.

(b) The Trustee shall not be permitted to resolve ambiguities herein in any manner that shall be deemed to be conclusively binding on Bondholders without the consent of the 1999 Insurer. The 1999 Insurer shall receive notice of any proposed meetings of Bondholders held under the Bond Ordinance and shall be given the opportunity to attend and participate in the same.

**Section 7.4 Subrogation.** Notwithstanding anything herein or in the Bond Ordinance to the contrary, in the event that the principal and/or interest due on the Series 1999 Bonds shall be paid by 1999 Insurer pursuant to the 1999 Policy, the Series 1999 Bonds shall remain outstanding for all purposes, not defeased or otherwise satisfied, and not be considered paid by the Issuer, and all covenants, agreements, and other obligations of the Issuer to the registered Owners shall continue to exist and shall run to the benefit of 1999 Insurer and 1999 Insurer shall be subrogated to the rights of such registered Owners.

**Section 7.5 Consent Requirements.** Unless otherwise provided herein, the Insurer's consent shall be required for the following purposes: (i) enactment, execution, or delivery of any amendment or supplement to the Bond Ordinance, Lease Agreement, the Mortgage, the Security Agreement, the Guarantee Agreement, or any other document executed in connection with the issuance of the Series 1999 Bonds; (ii) removal of the Trustee or paying agent; and (iii) initiation or approval of any action not described in (i) and (ii) above which requires Bond Owner consent.

**Section 7.6 Law Governing Insurance Policy.** The rights and obligations of the parties under the 1999 Policy shall be construed, enforced, and interpreted according to the laws of the State of New York. Unless the context otherwise requires, all terms used in the 1999 Policy shall have the meanings specified in the Uniform Commercial Code as in effect in the State of New York from time to time.

Section 7.7 **References to 1999 Insurer.** At any time that the 1999 Insurer is in payment default under the Policy or is insolvent, all references to the 1999 Insurer, including requirements for consent or approval of the Insurer or rights of the 1999 Insurer to give direction, shall be ineffective.

Section 7.8 **Notice of Amendment to Rating Agency.** The Trustee shall provide copies of any proposed supplement or amendment to the Lease Agreement, the Mortgage, or the Security Agreement at least fifteen (15) business days prior to its execution. The Trustee shall provide the 1999 Insurer with a full transcript of all proceedings relating to the execution of any supplement or amendment to the Lease Agreement, the Mortgage, or the Security Agreement.

Section 7.9 **Notice of Amendment to Rating Agency.** The Trustee shall provide copies of any proposed supplement or amendment to the Bond Ordinance at least fifteen (15) business days prior to its execution. The Trustee shall provide the 1999 Insurer with a full transcript of all proceedings relating to the enactment of any supplement or amendment to the Bond Ordinance.

Section 7.10 **Control.** Anything in the Bond Ordinance to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the 1999 Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners or any trustee appointed for the benefit of the Owners under the Bond Ordinance unless the 1999 Insurer is insolvent or in default under the Policy or the 1999 Policy.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1 **Surrender of 1999 Project.** Except as otherwise provided in this Second Amending Lease Agreement at the expiration or sooner termination of the Term, the College agrees to surrender possession of the 1999 Project peaceably and promptly to the Issuer in as good condition as at the commencement of the Term, ordinary wear, tear, and obsolescence only excepted.

Section 8.2 **Issuer's Liabilities Limited.** It is understood and agreed by and between the parties hereto that this Second Amending Lease Agreement is entered into under and pursuant to the provisions of the Act and that no provision of this Second Amending Lease Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or a charge against its general credit. All obligations of the Issuer arising in connection with this Second Amending Lease Agreement are limited to the Trust Estate.

Section 8.3 **Execution Counterparts.** This Second Amending Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument except that to the extent that this Second Amending Lease Agreement shall constitute personal property under the Uniform Commercial Code of South Carolina, no security interest in this Second Amending Lease Agreement may be

created or perfected through the transfer or possession of any counterpart of this Second Amending Lease Agreement other than the original counterpart, which shall be the counterpart containing the receipt therefor executed by the Trustee following the signatures to this Second Amending Lease Agreement.

**Section 8.4 Binding Effect.** This Second Amending Lease Agreement shall inure to the benefit of, and shall be binding upon, the Issuer, the College, and their respective successors and assigns.

**Section 8.5 Amendments.** So long as any of the Bonds are outstanding, this Second Amending Lease Agreement and the Mortgage may be amended only with the consent of the Trustee and subject to the provisions of Article XII of the Bond Ordinance.

**Section 8.6 Severability.** In the event any provision of this Second Amending Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 8.7 Article and Section Captions.** The article and section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

**Section 8.8 Interpretation.**

(a) Notwithstanding any other provision of this Second Amending Lease Agreement, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Second Amending Lease Agreement, the Trustee (or paying Agent) shall consider the effect on the Bondholders without regard to the Policy.

(b) The Trustee shall not be permitted to resolve ambiguities herein in any manner that shall be deemed to be conclusively binding on Bondholders without the consent of the Insurer. The Insurer shall receive notice of any proposed meetings of Bondholders held under the Bond Ordinance and shall be given the opportunity to attend and participate in the same.

**Section 8.9 Amendment of Original Lease.**

This Second Amending Lease Agreement hereby amends and supplements the Lease Agreement. Except as specifically amended or supplemented hereby and by the First Amending Lease Agreement, the Lease Agreement shall remain in full force and effect and all of the terms and conditions thereof are hereby confirmed and ratified by the College and the Issuer and shall be applicable with respect to the Series 1999 Bonds.

**Section 8.10 1999 Insurer.**

So long as there is no event of default by the 1999 Insurer under the 1999 Policy, the 1999 Insurer shall be entitled to all rights and privileges of the "Insurer" under the terms of the Lease Agreement with respect to the Series 1999 Bonds.

IN WITNESS WHEREOF, the Issuer and the College have caused this Second Ammendatory Lease Agreement to be executed in their respective corporate names, all by their duly authorized officers or agents, as of the date first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: Paul Singleton  
Chairperson, County Council of  
Richland County, South Carolina

(SEAL)

ATTEST:

Michelle R. Brown Smith  
Clerk, County Council of  
Richland County, South Carolina

WITNESSES:

Stephanie Thompson  
Theresa De Cook

**THE BENEDICT COLLEGE**

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

Its: President

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**Richland County Attorney's Office**  
[Signature]  
**Approved As TO LEGAL FORM ONLY.**  
**No Opinion Rendered As To Content.**

IN WITNESS WHEREOF, the Issuer and the College have caused this Second Amendatory Lease Agreement to be executed in their respective corporate names, all by their duly authorized officers or agents, as of the date first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairperson, County Council of  
Richland County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council of  
Richland County, South Carolina

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**THE BENEDICT COLLEGE**

By: David A. Senter

Its: President  
Michael A. W...

WITNESSES:

Jenny L. Screen  
Matthew L. Lee

WITNESSES: ..


**THE BANK OF NEW YORK**  
as Trustee

*[Signature]*  
*[Signature]*

By: *[Signature]*  
Its: Agent

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named The Bank of New York, as Trustee, by its duly authorized officer, sign, seal and as its act and deed, deliver the within written Second Amendatory Lease Agreement for the uses and purposes therein mentioned and that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

  
Witness

SWORN to and subscribed before me this 21<sup>st</sup> day of September, 1999.

  
NOTARY PUBLIC FOR SOUTH CAROLINA (SEAL)  
My commission expires: 1/11/2007

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Richland County, South Carolina, by its duly authorized officers, sign, seal and as its act and deed, deliver the within written Second Ammendatory Lease Agreement for the uses and purposes therein mentioned and that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

*Stephanie Thompson*  
Witness

SWORN to and subscribed before me  
this 21<sup>st</sup> day of September, 1999.

*Terrence De Cook* (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires: 4/1/2009



STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF RICHLAND )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named *The Benedict College*, by its duly authorized officers, sign, seal and as its act and deed, deliver the within written Second Amendatory Lease Agreement for the uses and purposes therein mentioned and that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness

SWORN to and subscribed before me  
this 21 day of September, 1999.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA (SEAL)  
My commission expires 2/27/2007

EXHIBIT A

PARCEL "A"

All that piece, parcel and lot of land containing .70 acres more or less, located in the City of Columbia, County of Richland, State of South Carolina, and being shown on a Topographical Map Prepared for Benedict College by Cox and Dinkins, Inc. dated June 9, 1999, and being recorded in the office of the Register of Deeds for Richland County in Plat Book \_\_\_\_\_ of page \_\_\_\_\_ in the Office of Richland County Register of Deeds and said lot having the boundaries and dimensions as shown on said plat which are incorporated herein by reference.

**PARCEL "B"**

**All that certain piece, parcel lot and tract of land lying and being in the City of Columbia, Richland County, South Carolina and containing approximately 60.21 acres more or less fronting on Two Notch Road, Edgewood Lane and Pinchurst Road all as more particularly described in a plat prepared for The Benedict College by Cox and Dinkins, Inc. dated November 20, 1998 last revised December 1, 1998 and recorded December 2, 1998 in the Richland County of Deeds at Book 245 at page 807.**

**PARCEL "C"**

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing 9.56 acres more or less carved from property owned by Willie Williams Real Estate, Inc. located in the Richland Bendale Area of Columbia, as shown on a plat prepared for Willie Williams Real Estate, Inc. by DeLeon Campbell and Associates dated August 14, 1974 and recorded in the Office of the RMC for Richland County in Plat Book 45, Page 953. Said lot being further shown and delineated on a plat prepared for Bendale English Townhomes, Inc. by Site Consultants, Inc. dated June 30, 1993 recorded in Book 54 at page 7827, Richland County Records and on a plat prepared for The Benedict College by Cox and Dinkins, Inc. dated October 26, 1998 and to be recorded herewith, and having such metes and bounds as shown on said latter plat, be all measurements a little more or less. Said property includes the following lots:

<u>BLOCK</u>	<u>LOT</u>	<u>TMS</u>	<u>BLOCK</u>	<u>LOT</u>	<u>TMS</u>
A	1	11775-1-20	F	1	11775-1-10
A	2	11775-1-21	F	2	11775-1-11
A	4	11775-1-23	F	3	11775-1-12
A	6	11775-1-25	F	4	11775-1-13
A	7	11775-1-26	F	5	11775-1-14
A	8	11775-1-27	F	6	11775-1-15
B	1	11775-1-28	F	7	11775-1-16
B	2	11775-1-29	F	8	11775-1-17
B	3	11775-1-30	F	9	11775-1-18
B	4	11775-1-31	F	10	11775-1-19
B	5	11775-1-32	K	1	11775-1-44
B	6	11775-1-33	K	2	11775-1-01
B	7	11775-1-34	K	3	11775-1-02
B	8	11775-1-35	K	4	11775-1-03
C	1	11775-1-36	K	5	11775-1-04
C	2	11775-1-37	K	6	11775-1-05
C	3	11775-1-38	K	7	11775-1-06
C	4	11775-1-39	K	8	11775-1-07
C	5	11775-1-40	K	9	11775-1-08
C	6	11775-1-41	K	10	11775-1-09
C	7	11775-1-42			
C	8	11775-1-43			

LESS and excepting the following Lots:

Lots 3 and 5, Block A

**INCLUDING PROPERTY CONTAINED HEREIN:**

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being more particularly shown and delineated on a Parcel 2-A containing 0.08 acres, fronting on Willcase Circle, on a plat prepared by Site Consultants, Inc. dated October 28, 1993 and recorded in Plat Book 54 at page 9181, the RMC Office for Richland County and having such boundaries and measurement as will more fully appear by reference to said latter plat. ALSO, an easement for ingress and egress across Bendale Drive, Willcase Circle and Nellitia Circle for access to the above described property.

TMS: 11775-01-49

PROPERTY ADDRESS: Parcel 2-A, Columbia, South Carolina

Exceptions:

1. AS TO PARCEL B & C: TAXES FOR THE YEAR 1999 NOT YET DUE AND PAYABLE, AND ALL SUBSEQUENT YEARS.
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 102-SC "OWNER'S AFFIDAVIT".)
3. MECHANIC'S AND MATERIALMEN'S LIENS, AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS ON RECORD. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 102-SC "OWNER'S AFFIDAVIT".)
4. PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE MORTGAGE TO BE INSURED, THIS COMMITMENT AND/OR POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED TO THE BORROWER, BUT INCREASES AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT ACTUAL NOTICE OF ANY DEFECTS IN OR OBJECTIONS TO THE TITLE, INCLUDING ANY NOTICE THE LENDER MAY HAVE RECEIVED PURSUANT TO SOUTH CAROLINA CODE SECTION 29-3-50, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, UP TO THE FACE AMOUNT OF THE COMMITMENT AND/OR POLICY.
5. AS TO PARCEL A: EASEMENT(S) AS RECORDED IN SAID RMC/CLERK'S OFFICE IN DEED BOOK D-194 AT PAGE 682 AND DEED BOOK D-849 AT PAGE 615.
6. AS TO PARCEL A: EXCEPTION IS TAKEN TO THE FOLLOWING MATTERS AS SHOWN ON A SURVEY PREPARED BY COX AND DINKINS, INC. FOR BENEDICT COLLEGE DATED JUNE 9, 1999:
  1. 12" REINFORCE CONCRETE PIPE, CATCH BASINS AND 4" PVC
  2. SEWER AND MANHOLES
  3. OVERHEAD ELECTRIC LINES, POLES AND GUY WIRES
7. AS TO PARCEL A: BLOCK WALL AND CONCRETE ON THE INSURED PREMISES ENCREACHES ONTO ADJOINING PROPERTY AS SHOWN ON SURVEY PREPARED BY COX AND DINKINS, INC. FOR BENEDICT COLLEGE DATED JUNE 9, 1999.
8. AS TO PARCEL A: ENCREACHMENT OF FENCE FROM ADJOINING PROPERTY ONTO INSURED PROPERTY AS SHOWN ON SURVEY PREPARED BY COX AND DINKINS, INC. FOR BENEDICT COLLEGE DATED JUNE 9, 1999.
9. AS TO PARCEL B: COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN SAID RMC/CLERK'S OFFICE IN DEED BOOK 20 AT PAGE 224. SAID RESTRICTIONS HAVE NOT BEEN VIOLATED AS OF THE ORIGINAL COMMITMENT AND/OR ORIGINAL POLICY DATE, AND A FUTURE VIOLATION THEREOF WILL NOT CAUSE A FORFEITURE OR REVERSION OF TITLE.
10. AS TO PARCEL B: EASEMENT(S) AS RECORDED IN SAID RMC/CLERK'S OFFICE IN DEED BOOK 20 AT PAGE 224; DEED BOOK D-1293 AT PAGE 265; DEED BOOK D-288 AT PAGE 894; DEED BOOK IV AT PAGE 276; DEED BOOK GE AT PAGE 301; DEED BOOK EX AT PAGE 339; DEED BOOK 162 AT PAGE 474; DEED BOOK DD AT PAGE 176; DEED BOOK DL AT PAGE 373; DEED BOOK EU AT PAGE 389 AND DEED BOOK 356 AT PAGE 11.
11. AS TO PARCEL B AND PARCEL C: THE NUMBER OF ACRES CONTAINED IN THE LEGAL DESCRIPTION IS NEITHER GUARANTEED NOR INSURED.

OLD REPUBLIC TITLE

SC Computer Form (DATA/TIME).CMT 05-05-97)

12. AS TO PARCEL B: LEASE BY AND BETWEEN JOHN C.B. SMITH (LESSOR) AND M.B. CHITWOOD (LESSEES) RECORDED NOVEMBER 26, 1957 IN BOOK 218 AT PAGE 91.
13. AS TO PARCEL B: EXCEPTION IS TAKEN TO THE FOLLOWING MATTERS AS SHOWN ON A SURVEY PREPARED BY COX AND DINKINS, INC. FOR THE BENEDICT COLLEGE DATED NOVEMBER 20, 1998 REVISED DECEMBER 1, 1998:
  1. REINFORCE CONCRETE PIPES
  2. BILLBOARD
14. AS TO PARCEL B: DITCHES AFFECTING SUBJECT PROPERTY AS SHOWN ON A SURVEY PREPARED BY COX AND DINKINS, INC. FOR THE BENEDICT COLLEGE DATED NOVEMBER 20, 1998 REVISED DECEMBER 1, 1998.
15. AS TO PARCEL B: ENCROACHMENT OF ASPHALT PARKING LOT, CYCLONE FENCE AND SHED FROM ADJOINING PROPERTY ONTO INSURED PROPERTY, AS SHOWN ON SURVEY PREPARED BY COX AND DINKINS, INC. FOR THE BENEDICT COLLEGE DATED NOVEMBER 20, 1998 REVISED DECEMBER 1, 1998.
16. AS TO PARCEL C: COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN SAID RMC/CLERK'S OFFICE IN DEED BOOK D-355 AT PAGE 405 AMENDED IN DEED BOOK D-377 AT PAGES 35-37. SAID RESTRICTIONS HAVE NOT BEEN VIOLATED AS OF THE ORIGINAL COMMITMENT AND/OR ORIGINAL POLICY DATE, AND A FUTURE VIOLATION THEREOF WILL NOT CAUSE A FORFEITURE OR REVERSION OF TITLE.
17. AS TO PARCEL C: EASEMENT(S) AS RECORDED IN SAID RMC/CLERK'S OFFICE IN DEED BOOK D-364 AT PAGE 673; DEED BOOK D-364 AT PAGE 671; DEED BOOK D-334 AT PAGE 839; DEED BOOK D-355 AT PAGE 405 AMENDED IN DEED BOOK D-377 AT PAGES 35-37 AND PLAT BOOK 54 AT PAGE 7827.
18. AS TO PARCEL C: EXCEPTION IS TAKEN TO THE FOLLOWING MATTERS AS SHOWN ON A SURVEY PREPARED BY COX AND DINKINS, INC. FOR THE BENEDICT COLLEGE DATED OCTOBER 26, 1998:
  1. 20' UTILITY EASEMENT
  2. 30' UTILITY EASEMENT
  3. WATER VALVES
  4. FIRE HYDRANTS
  5. SANITARY SEWERS AND MANHOLES
  6. 24' EASEMENTS
  7. 20' UTILITY EASEMENTS
  8. 12' UTILITY EASEMENTS
  9. REINFORCE CONCRETE PIPE AND CONCRETE HEADWALLS
  10. SEWER CLEANOUTS
  11. 15' EASEMENT
  12. POWER UNITS
  13. LIGHT POLES AND UTILITY LINES
  14. WATER METER
  15. DROP INLETS
  16. TELEPHONE AND T.V. JUNCTION BOXES
  17. LIFT STATION
19. AS TO PARCEL C: RIGHTS OF THE PUBLIC AND OTHERS ENTITLED THERETO TO USE THAT PORTION OF THE PREMISES LYING WITHIN BENDALE DRIVE, WILLEASE CIRCLE AND NELLITTA CIRCLE.
20. AS TO PARCEL C: DITCHES AFFECTING SUBJECT PROPERTY AS SHOWN ON A SURVEY PREPARED BY COX AND DINKINS, INC. FOR THE BENEDICT COLLEGE DATED OCTOBER 26, 1998.
21. AS TO PARCEL C: ASPHALT BASKETBALL COURT AND FENCE ON THE INSURED PREMISES ENCROACHES ONTO ADJOINING PROPERTY AS SHOWN ON SURVEY PREPARED BY COX AND DINKINS, INC. FOR THE BENEDICT COLLEGE DATED OCTOBER 26, 1998.
22. AS TO PARCEL C: CYCLONE FENCE ON THE INSURED PREMISES ENCROACHES ONTO ADJOINING PROPERTY AS SHOWN ON SURVEY PREPARED BY COX AND DINKINS, INC. FOR THE BENEDICT COLLEGE DATED OCTOBER 26, 1998.

OLD REPUBLIC TITLE

PLEASE CROSS-REFERENCE WITH  
RECORD BOOK 346, PAGE 1753  
RICHLAND COUNTY DEED RECORDS

**FIRST MODIFICATION TO  
GROUND LEASE**

**Between**

**THE BENEDICT COLLEGE**

**and**

**RICHLAND COUNTY, SOUTH CAROLINA**

**Dated as of August 29, 2005**

This instrument was prepared by and after recording return to:

Hollowell, Foster & Gepp, P.C.  
Attn: W. Tremayne Green, Esq.  
1200 Harris Tower  
233 Peachtree Street, N.E.  
Atlanta, Georgia 30303-1507  
(404) 658-9900

Book 01092-1871  
2005069074 08/30/2005 15 24 43.85  
Fee: \$16.00 County Tax: \$0.00 State Tax: \$0.00

Amendment-Deed



**FIRST MODIFICATION TO GROUND LEASE**

**RICHLAND COUNTY, SOUTH CAROLINA**

THIS FIRST MODIFICATION TO GROUND LEASE (this "Modification"), dated as of August 29, 2005, by and between THE BENEDICT COLLEGE, a not-for-profit corporation organized and existing under the laws of the State of South Carolina, as grantor (the "College"), and RICHLAND COUNTY, SOUTH CAROLINA (the "Issuer").

**WITNESSETH:**

**WHEREAS**, the Issuer has previously issued its Educational Facilities Revenue Bonds, Series 1996 (Benedict College Project) on April 5, 1996 (the "Series 1996 Bonds") at the request of the College, pursuant to the terms of a bond ordinance, enacted by the County Council of the Issuer on April 2, 1996 (as amended and supplemented from time to time, the "Bond Ordinance") to finance various projects at the College (the "1996 Project"), which 1996 Project was leased to the College pursuant to the terms of the Lease Agreement, dated as of April 1, 1996 (as amended and supplemented from time to time, the "Lease Agreement"), between the Issuer and the College; and

**WHEREAS**, the Issuer has previously issued its Educational Facilities Revenue Bonds, Series 1998 (Benedict College Project) on March 31, 1998 (the "Series 1998 Bonds") at the request of the College, pursuant to the terms of the Bond Ordinance to finance various projects of the College (the "1998 Project") which 1998 Project was leased to the College pursuant to the terms of the Lease Agreement; and

**WHEREAS**, the Issuer has previously issued its Educational Facilities Revenue Bonds, Series 1999 (Benedict College Project) on August 1, 1999 at the request of the College pursuant to the terms of the Bond Ordinance to finance various projects of the College (the "1999 Project") which 1999 Project was leased to the College pursuant to the terms of the Lease Agreement; and

**WHEREAS**, the College, as lessor, leased the 1996 Project, the 1998 Project and the 1999 Project to the Issuer pursuant to that certain Ground Lease Agreement (the "Original Ground Lease") dated as of April 1, 1996, as amended and supplemented by the First Amendatory Ground Lease (the "First Amendment") dated as of March 1, 1998 as further and supplemented by the Second Amendatory Ground Lease (the "Second Amendment") dated as of August 1, 1999 (collectively, the Original Ground Lease, the First Amendment and the Second Amendment are hereinafter the "Ground Lease"); and

**WHEREAS**, the College has heretofore planned the construction and equipping of a football stadium, athletic complex and health and wellness center (the "Stadium Project") on the property more particularly described on Parcel "B" (the "Stadium Property") to the Second Amendment; and



**WHEREAS**, the City of Columbia, South Carolina (the "City") has heretofore agreed to construct the roadway to the Stadium Project (the "Roadway Project") thereby saving the College certain infrastructure costs; and

**WHEREAS**, to proceed with roadway construction, the College must grant by right-of-way deed approximately 3.77 acres of the approximately sixty (60) acre tract of the Stadium Property to the City (the "Roadway Property"); and

**WHEREAS**, the College and the Issuer now desire to modify the Ground Lease by executing this Modification to remove the Roadway Property from the Ground Lease; and

**WHEREAS**, Asset Guaranty Insurance Company has issued its financial guaranty policy with respect to the Series 1998 Bonds and the Series 1999 Bonds, has reserved the right to approve all amendments and modifications to the Ground Lease and has consented to this Modification.

**NOW, THEREFORE**, for and in consideration of the mutual premises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) **Modification of Ground Lease.** The parties hereby agree that (i) the Ground Lease is modified by changing the description of the property more particularly described as Parcel "B" to the Second Amendment to exclude the approximately 3.77 acres of property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; (ii) the Roadway Property may be deeded by right-of-way deed to the City for the Roadway Project; and (iii) Parcel "B" to the Second Amendment is hereby deleted in its entirety and is substituted with Exhibit "B" attached hereto and incorporated herein.

(2) **Recordation.** This Modification shall be recorded in the real estate records in the Richland County ROD Office for public recordation purposes.

(3) **Full Force and Effect of Ground Lease.** Except as provided herein, the Ground Lease, as amended and supplemented is unchanged and shall remain in full force and effect.

(4) **Incorporation by Reference.** Any capitalized used but not defined herein shall have the meaning ascribed to it in the Ground Lease.

**IN WITNESS WHEREOF**, parties have caused this Modification to be duly executed as of the day and year first above written.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

THE BENEDICT COLLEGE

By: *David L. Swinton*

Its: President

Signed, sealed and delivered in the presence of:

Witnesses:

*Chuck May*

*Beth Ann Cook*

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**ACKNOWLEDGEMENT**

I, Barbara J. Smith, a notary public for South Carolina, do hereby certify that David H. Sumitran, the President of The Benedict College, a South Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where an official seal is required by law) official seal this 30<sup>th</sup> day of August, 2005.

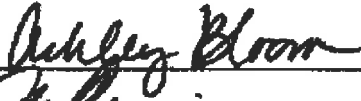
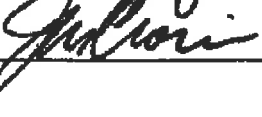
Barbara J. Smith (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires: 02-03-2009

RICHLAND COUNTY, SOUTH CAROLINA

By:   
Chairman, County Council of Richland  
County, South Carolina

Signed, sealed and delivered in the  
presence of:

Witnesses:

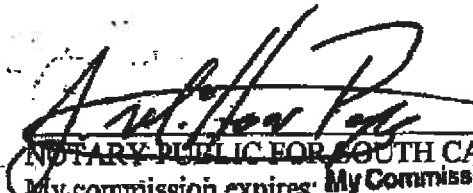
  


STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**ACKNOWLEDGEMENT**

I, MILTON POPE, a notary public for SOUTH CAROLINA, do hereby certify that ANTHONY G. WIZZELL, the COUNTY COUNCIL CHAIRMAN of the County of Richland, South Carolina, political subdivision of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where an official seal is required by law) official seal this 29<sup>th</sup> day of AUGUST, 2005.

  
(SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires: My Commission Expires  
April 8, 2011

**EXHIBIT "A"**

**(Legal Description of Roadway Property)**

**ALL THAT CERTAIN** piece, parcel, lot and tract of land lying and being in the City of Columbia, County of Richland, State of South Carolina containing 3.77 acres, more or less, and delineated on a plat dated March 4, 2005, last revised June 15, 2005, prepared for The Benedict College, by Cox and Dinkins, Inc., J. Don Rawls, Jr., Reg. Land Surveyor Number 13517 recorded August 26, 2005 in the Office of the Register of Deeds for Richland County, South Carolina in Book 1091 at Page 1109 and having the following metes and bounds to wit:

**BEGINNING** at the intersection of the Northern right-of-way of Laurel Street and the Eastern right-of-way of Two Notch Road, thence turning and running in a Northerly direction along the Eastern right-of-way of Two Notch Road for an approximate distance of 821 feet to a ½" Rebar (n), this being the POINT OF BEGINNING (P.O.B.); thence turning and running N 03°15'38" E along the Eastern right-of-way of Two Notch Road for a distance of 106.02 feet to a ½" Rebar (n); thence turning and running the following bearings and distances along the remainder of TMS #11509-09-01A (Now or Formerly The Benedict College): a curved line of length 31.44 feet (curve of radius 20.00 feet, chord bearing of S 41°42'55" E, chord distance of 28.30 feet) to a ½" Rebar (n) S 86°45'07" E for a distance of 5.56 feet to a ½" Rebar (n); a curved line of length 237.71 feet (curve of radius 413.00 feet, chord bearing of S 70°15'47" E, chord distance of 234.44 feet) to a ½" Rebar (n); a curved line of length 41.39 feet (curve of radius 38.50 feet, chord bearing of S 51°02'18" E, chord distance of 39.42 feet) to a ½" Rebar (n); a curved line of length 6.50 feet (curve of radius 413.00 feet, chord bearing of S 47°51'08" E, chord distance of 6.50 feet) to a ½" Rebar (n); S 47°24'06" E for a distance of 223.28 feet to a ½" Rebar (n); a curved line of length 403.29 feet (curve of radius 1467.00 feet, chord bearing of S 55°16'37" E, chord distance of 402.02 feet) to a ½" Rebar (n); S 63°09'09" E for a distance of 213.34 feet to a ½" Rebar (n); a curved line of length 166.67 feet (curve of radius 467.00 feet, chord bearing of S 73°22'36" E, chord distance of 165.78 feet) to a ½" Rebar (n); S 83°36'03" E for a distance of 160.55 feet to a ½" Rebar (n); a curved line of length 511.97 feet (curve of radius 833.00 feet, chord bearing of S 65°59'37" E, chord distance of 503.95 feet) to a Point; S 48°23'11" E for a distance of 379.62 feet to a ½" Rebar (n); a curved line of length 81.60 feet (curve of radius 167.00 feet, chord bearing of S 62°23'06" E, chord distance of 80.79 feet) to a ½" Rebar (n); S 76°23'01" E for a distance of 15.87 feet to a ½" Rebar (n); a curved line of length 31.42 feet (curve of radius 20.00 feet, chord bearing of N 58°36'50" E, chord distance of 28.29 feet) to a ½" Rebar (n); thence turning and running S 13°36'41" W along the Western right-of-way of Pinchurst Road for a distance of 106.00 feet to a ½" Rebar (n); thence turning and running the following bearings and distances along the remainder of TMS#11509-09-01A (Now or Formerly The Benedict College): a curved line of length 31.41 feet (curve of radius 20.00 feet, chord bearing of N 31°23'10" W, chord distance of 28.28 feet) to a ½" Rebar (n); N 76°23'01" W for a

distance of 15.88 feet to a ½" Rebar (n); a curved line of length 113.85 feet (curve of radius 233.00 feet, chord bearing of N 62°23'06" W, chord distance of 112.72 feet) to a ½" Rebar (n); N 48°23'11" W for a distance of 379.62 feet to a Point; a curved line of length 471.41 feet (curve of radius 767.00 feet, chord bearing of N 65°59'37" W, chord distance of 464.02 feet) to a ½" Rebar (n); N 83°36'03" W for a distance of 160.55 feet to a ½" Rebar (n); a curved line of length 190.22 feet (curve of radius 533.00 feet, chord bearing of N 73°22'36" W, chord distance of 189.21 feet) to a ½" Rebar (n); N 63°09'09" W for a distance of 213.34 feet to a ½" Rebar (n); a curved line of length 421.43 feet (curve of radius 1533.00 feet, chord bearing of N 55°16'37" W, chord distance of 420.11 feet) to a Point; N 47°24'06" W for a distance of 223.28 feet to a ½" Rebar (n); a curved line of length 2.22 feet (curve of radius 347.00 feet, chord bearing of N 47°35'07" W, chord distance of 2.22 feet) to a ½" Rebar (n); a curved line of length 41.57 feet (curve of radius 38.50 feet, chord bearing of N 51°02'18" W, chord distance of 39.58 feet) to a ½" Rebar (n); a curved line of length 196.49 feet (curve of radius 347.00 feet, chord bearing of N 70°31'48" W, chord distance of 193.88 feet) to a ½" Rebar (n); N 86°45'07" W for a distance of 5.58 feet to a ½" Rebar (n); a curved line of length 31.41 feet (curve of radius 20.00 feet, chord bearing of S 48°15'14" W, chord distance of 28.28 feet) to a ½" Rebar (n), the POINT OF BEGINNING (P.O.B.).

Being a portion of the same property conveyed to The Benedict College by deed John C. B. Smith, Jr., recorded in the Office of the Register of Deeds for Richland County in Book 249, Page 102.

TMS No: 11509-09-01 (Portion)

**EXHIBIT "B"**

**(REVISED EXHIBIT A-8)**

**ALL THAT CERTAIN PIECE, PARCEL, LOT AND TRACT OF LAND LYING AND BEING** in the City of Columbia, County of Richland, State of South Carolina and containing approximately 60.21 acres, more or less, fronting on Two Notch Road, Edgewood Lane and Pinehurst Road, all as more particularly described on a plat prepared for The Benedict College by Cox and Dinkins, Inc., dated November 20, 1998, last revised December 1, 1998 and recorded December 2, 1998 in the Office of the Register of Deeds for Richland County in Record Book 245, Page 807.

**LESS AND EXCEPT:**

**BEGINNING** at the intersection of the Northern right-of-way of Laurel Street and the Eastern right-of-way of Two Notch Road, thence turning and running in a Northerly direction along the Eastern right-of-way of Two Notch Road for an approximate distance of 821 feet to a ½" Rebar (n), this being the POINT OF BEGINNING (P.O.B.); thence turning and running N 03°15'38" E along the Eastern right-of-way of Two Notch Road for a distance of 106.02 feet to a ½" Rebar (n); thence turning and running the following bearings and distances along the remainder of TMS #11509-09-01A (Now or Formerly The Benedict College): a curved line of length 31.44 feet (curve of radius 20.00 feet, chord bearing of S 41°42'55" E, chord distance of 28.30 feet) to a ½" Rebar (n) S 86°45'07" E for a distance of 5.56 feet to a ½" Rebar (n); a curved line of length 237.71 feet (curve of radius 413.00 feet, chord bearing of S 70°15'47" E, chord distance of 234.44 feet) to a ½" Rebar (n); a curved line of length 41.39 feet (curve of radius 38.50 feet, chord bearing of S 51°02'18" E, chord distance of 39.42 feet) to a ½" Rebar (n); a curved line of length 6.50 feet (curve of radius 413.00 feet, chord bearing of S 47°51'08" E, chord distance of 6.50 feet) to a ½" Rebar (n); S 47°24'06" E for a distance of 223.28 feet to a ½" Rebar (n); a curved line of length 403.29 feet (curve of radius 1467.00 feet, chord bearing of S 55°16'37" E, chord distance of 402.02 feet) to a ½" Rebar (n); S 63°09'09" E for a distance of 213.34 feet to a ½" Rebar (n); a curved line of length 166.67 feet (curve of radius 467.00 feet, chord bearing of S 73°22'36" E, chord distance of 165.78 feet) to a ½" Rebar (n); S 83°36'03" E for a distance of 160.55 feet to a ½" Rebar (n); a curved line of length 511.97 feet (curve of radius 833.00 feet, chord bearing of S 65°59'37" E, chord distance of 503.95 feet) to a Point; S 48°23'11" E for a distance of 379.62 feet to a ½" Rebar (n); a curved line of length 81.60 feet (curve of radius 167.00 feet, chord bearing of S 62°23'06" E, chord distance of 80.79 feet) to a ½" Rebar (n); S 76°23'01" E for a distance of 15.87 feet to a ½" Rebar (n); a curved line of length 31.42 feet (curve of radius 20.00 feet, chord bearing of N 58°36'50" E, chord distance of 28.29 feet) to a ½" Rebar (n); thence turning and running S 13°36'41" W along the Western right-of-way of Pinehurst Road for a distance of 106.00 feet to a ½" Rebar (n); thence turning and running the following bearings and distances along the remainder of TMS#11509-09-01A (Now or Formerly The Benedict College): a curved line of length 31.41 feet (curve of radius 20.00 feet, chord bearing of N 31°23'10" W, chord distance of 28.28 feet) to a ½" Rebar (n); N 76°23'01"W for a distance of 15.88 feet to a ½" Rebar (n); a curved line of length 113.85 feet (curve of radius 233.00 feet, chord bearing of N 62°23'06" W, chord distance of 112.72 feet) to a



½" Rebar (n); N 48°23'11" W for a distance of 379.62 feet to a Point; a curved line of length 471.41 feet (curve of radius 767.00 feet, chord bearing of N 65°59'37" W, chord distance of 464.02 feet) to a ½" Rebar (n); N 83°36'03" W for a distance of 160.55 feet to a ½" Rebar (n); a curved line of length 190.22 feet (curve of radius 533.00 feet, chord bearing of N 73°22'36" W, chord distance of 189.21 feet) to a ½" Rebar (n); N 63°09'09" W for a distance of 213.34 feet to a ½" Rebar (n); a curved line of length 421.43 feet (curve of radius 1533.00 feet, chord bearing of N 55°16'37" W, chord distance of 420.11 feet) to a Point; N 47°24'06" W for a distance of 223.28 feet to a ½" Rebar (n); a curved line of length 2.22 feet (curve of radius 347.00 feet, chord bearing of N 47°35'07" W, chord distance of 2.22 feet) to a ½" Rebar (n); a curved line of length 41.57 feet (curve of radius 38.50 feet, chord bearing of N 51°02'18" W, chord distance of 39.58 feet) to a ½" Rebar (n); a curved line of length 196.49 feet (curve of radius 347.00 feet, chord bearing of N 70°31'48" W, chord distance of 193.88 feet) to a ½" Rebar (n); N 86°45'07" W for a distance of 5.58 feet to a ½" Rebar (n); a curved line of length 31.41 feet (curve of radius 20.00 feet, chord bearing of S 48°15'14" W, chord distance of 28.28 feet) to a ½" Rebar (n), the POINT OF BEGINNING (P.O.B.).

Being the same property conveyed to The Benedict College by deed John C. B. Smith, Jr., recorded in the Office of the Register of Deeds for Richland County in Book 249, Page 102.

TMS No: 11509-09-01



**EXHIBIT B**

Corporate Trust  
10161 Centurion Parkway  
Jacksonville, FL 32256

January 28, 2018

Audrey Wearing  
Paralegl  
Johnson, Toal & Battiste, P.A.  
1615 Barnwell Street  
Columbia, SC 29201

Re: RICHLAND COUNTY, SOUTH CAROLINA EDUCATIO NAL FACILITIES REVENUE  
BONDS SERIES 1999 (BENEDICT COLLEGE PROJECT)

To Whom It May Concern:

At this time the above mentioned bonds have been paid in full and there are no  
outstanding unpaid obligations owed to the Trustee.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Hand".

Stephen Hand  
Vice President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**RELEASE OF PROPERTY FROM LEASE  
(Second Amendatory Lease Agreement)  
(Book 346 Page 1753)**

NOW, THEREFORE, FOR VALUE RECEIVED, Richland County, South Carolina (“County”), and The Benedict College (“Benedict”) do hereby attest that the conditions described in Article III, Section 3.1 of the Second Amendatory Lease Agreement (“Lease Agreement”), recorded in the Richland County Register of Deeds as Book 346 at Page 1753, have been met by the payment in full of the bonds described therein; as such County and Benedict agree to and do hereby terminate the Lease Agreement and release the encumbered property, as is more fully described in the Lease Agreement, from any and all encumbrances created or defined by the Lease Agreement.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Richland County, South Carolina by  
Richland County Council

\_\_\_\_\_  
\_\_\_\_\_

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

The Benedict College

\_\_\_\_\_  
\_\_\_\_\_

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

**{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}**

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF RICHLAND                        )                    PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness, who being duly sworn, deposes and says that s/he saw the within-named Richland County, South Carolina, by \_\_\_\_\_ its \_\_\_\_\_, sign, seal and as its act and deed deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness subscribing above, witnessed the execution thereof.

\_\_\_\_\_  
Witness

SWORN TO BEFORE ME THIS \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF RICHLAND                        )                    PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness, who being duly sworn, deposes and says that s/he saw the within-named The Benedict College, by \_\_\_\_\_ its \_\_\_\_\_, sign, seal and as its act and deed deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness subscribing above, witnessed the execution thereof.

\_\_\_\_\_  
Witness

SWORN TO BEFORE ME THIS \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

## 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 {Tentative}  
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 {Tentative}

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 {Tentative}

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 {Tentative}

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.



**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#: \_\_\_\_\_

TMS # 03303-01-02 & 06

Property Address: 1200 DUTCH FORK ROAD, IRMO, SC 29063; BALLENTINE BRANCH LIBRARY; CF#336-15 (ALL PHASES & FUTURE DEVELOPMENTS)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) **DECLARATION OF COVENANT**

THIS DECLARATION OF COVENANT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by RICHLAND COUNTY

(CHECK APPLICABLE TERM)

- a corporation, limited liability corporation, or company, incorporated under the laws of the State of \_\_\_\_\_ (Insert name of State of incorporation)
- general/~~limited partnership~~ (Strike inapplicable term) an individual doing business as \_\_\_\_\_ (Insert name doing business as)
- individual(s),
- church, non-profit organization, educational institution, recreation commission, governmental body politic & other

hereinafter referred to as Declarant.

WHEREAS, Declarant is the owner of real property which is described on "Exhibit A" which is attached hereto and incorporated herein by specific reference thereto, the same being hereinafter referred to as real property; and,

WHEREAS, the real property is not contiguous to the City limits of the City of Columbia, South Carolina; and,

WHEREAS, Declarant has requested that the City of Columbia provide sewer and/or water service to the real property; and,

WHEREAS, Declarant has entered into a Water Service Contract or Sewer Service Contract or Water Main Extension Agreement or Sanitary Sewer Agreement with the City of Columbia in order to secure water or sewer service to the real property from the City of Columbia; and,

WHEREAS, the City of Columbia, for and in consideration of providing water or sewer service to the real property, which is not contiguous to the City of Columbia City limits, has required the Declarant to agree to cause the real property to be annexed to the City of Columbia in the event the real property, or any portion thereof, becomes contiguous to the City limits of the City of Columbia; and,

WHEREAS, Declarant desires to insure future compliance with such contractual agreement made with the City of Columbia;

NOW THEREFORE, the Declarant hereby declares as follows:

**IMPOSITION OF COVENANT**

From this day forward, the real property shall be held, transferred, sold or conveyed subject to the covenant contained herein which is for the purpose of providing future water or sewer service to the real property by the City of Columbia. The covenant shall touch and concern and run with title to the real property. This Declaration of Covenant and all provisions hereof shall be binding on all persons or entities 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, and shall inure to the benefit of each owner thereof. The enumerated covenant shall be deemed a covenant and not a condition.

APPROVED AS TO FORM

1

*NMM* 03/21/2017  
City of Columbia, SC

## 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.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenant on the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
(Signature of Witness #1)

\_\_\_\_\_  
(Signature of Witness #2)

**DECLARANT:**

**RICHLAND COUNTY**

BY: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_  
(Print or Type 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 Declarant.  
(City and State)

\_\_\_\_\_  
(Notary's Signature)

NOTARY PUBLIC FOR STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

bdm

## Richland County Council Request for Action

**Subject:**

Award of Rivers Station Subdivision Road Repair and Paving

**Notes:**

December 19, 2017 – The committee recommended to approve staff's recommendation to approve the proposed agreement amendments with Rivers Station LLC and award a construction contract to CR Jackson for the repairs and paving of roads in Rivers Station subdivision contingent upon the full execution of the proposed agreement as stipulated by Council.



**Administration and Finance Committee Meeting  
December 19, 2017  
Committee Briefing Document**

**Agenda Item**

Award of Rivers Station Subdivision Road Repair and Paving project.

**Background**

On July 11, 2017, County Council approved the execution of an agreement between the County and Cascata Development, LLC and Rivers Station, LLC to complete the construction of the roads in Rivers Station Subdivision and Blythecreek Subdivision.

The agreement was approved by Council because both neighborhoods are 100% occupied, but roadwork has not been completed. When approached about fulfilling this obligation, the Developer indicated the Limited Liability Companies that originally developed the neighborhoods are dissolved and no longer in a position to complete the construction of the roads in both neighborhoods. Further, the Developer indicated he was not in a financial position to perform all the work needed to complete the roads at one time and is unlikely to be able to secure bank loans on such an old project. The Developer, personally and with his current corporation, offered to enter into an agreement to satisfy the obligations of Cascata Development, LLC and Rivers Station, LLC. The agreement allows the County to accept the roads in their current conditions and complete their construction, to include making repairs that will bring the roads into compliance. The Developer will be required to make an initial payment and subsequent agreed-upon payments to reimburse the county for services rendered.

A Request for Bid was issued for the repairs and paving for Rivers Station Subdivision only on September 8, 2017, in good faith the developer would execute the proposed agreement and repair could commence as soon as possible thereafter. Two bid submittals were received and opened on October 12, 2017. CR Jackson was identified as the lowest, responsive, responsible bidder with a bid of \$211,074.00 (Attachment A).

At the November 16, 2017 A&F Committee meeting, when considering the approval of the recommended vendor, staff noted the developer was unwilling to execute the agreement as presented. Council directed staff to bring back an amended agreement for their consideration. That agreement follows (Attachment B) and has been verbally agreed to by the developer. The major difference is the removal of:

- The Blythecreek neighborhood, which is within the municipal limits of the Town of Blythewood and
- Final accounting language, since we have good estimates for the work via the vendor solicitation

The original briefing document is attached for reference (Attachment C), as well as the request of action pertaining to the agreement (Attachment D).

**Issues**

There are no other issues.





# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## **Fiscal Impact**

Per Council Action on July 11, 2017, the Department of Public Works Roads and Drainage Fund Balance will cover the expense of the work with repayment by the party to the agreement (Developer of Rivers Station).

## **Past Legislative Actions**

July 11, 2017 approval by Council to enter into a contract with the Developer for reimbursement of roads to be repaired by the County in Blythecreek and Rivers Station Subdivisions.

## **Alternatives**

1. Approve the proposed agreement amendments with Rivers Station LLC and approve the request to award this Contract for construction services described herein contingent upon the full execution of the proposed agreement as stipulated by Council.
2. Approve the proposed agreement amendments with Rivers Station LLC but do not approve the request to award this Contract for construction services described herein.
3. Do not approve the proposed agreement amendments with Rivers Station LLC but approve the request to award this Contract for construction services described herein.
4. Do not approve the proposed agreement amendments with Rivers Station LLC and do not approve the request to award this Contract for construction services described herein.

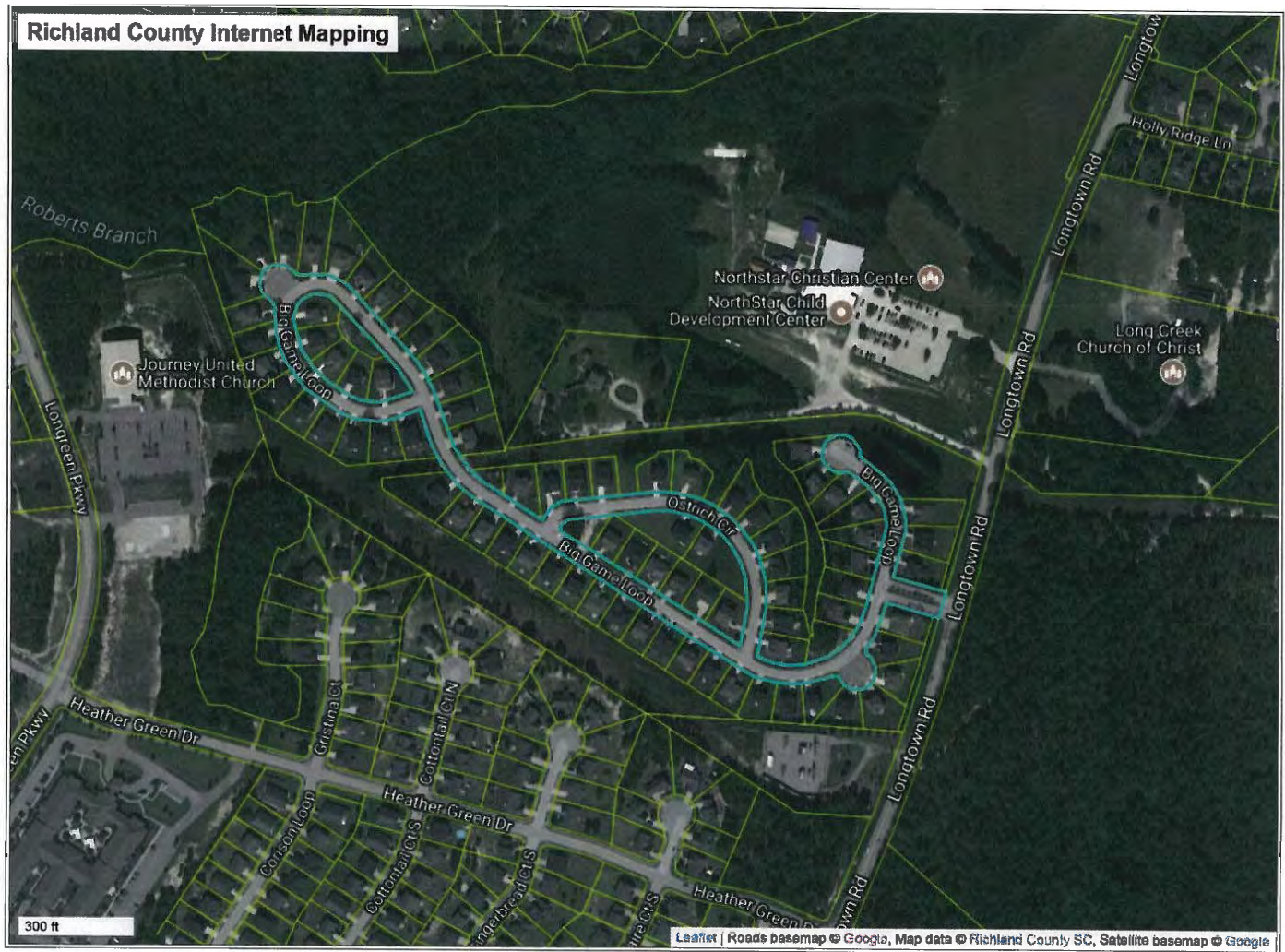
## **Staff Recommendation**

It is recommended Council approve the proposed agreement amendments with Rivers Station LLC and award a construction contract to CR Jackson for the repairs and paving of roads in Rivers Station subdivision contingent upon the full execution of the proposed agreement as stipulated by Council.

**Submitted by:** Tracy Hegler, Director Community Planning & Development

**Date:** December 13, 2017

ATTACHMENT A





**RICHLAND COUNTY GOVERNMENT CERTIFIED BID TABULATION**

<b>SOLICITATION NUMBER :</b> RC-019-B-2018		<b>PROJECT NAME:</b> Riverstation Subdivision Road Repair & Paving		<b>DATE ISSUED:</b> 9/8/17	<b>RECEIPT DATE:</b> 10/12/17	<b>TIME OPEN:</b> 2:00PM	
<b>DEPARTMENT:</b>			<b>REQUISITION #:</b>		<b>CONTRACT#:</b>		<b>PURCHASE ORDER #:</b>
<b>POINT OF CONTACT:</b> Jennifer Wladischkin			<b>T:</b> 803-576-2130 <b>F:</b> 803-576-2135 <b>EMAIL:</b> wladj@rcgov.us		<b>NUMBER OF ADDENDUM ISSUED:</b> 3		<b>APPARENT LOW BIDDER</b>
ITEM	MINIMUM DESCRIPTION	UI	QTY		COMPANY:	COMPANY:	COMPANY:
1	Lump Sum	LS	1	(\$)	CR Jackson	Armstrong	
2				(\$)	211,074.00	220,941.00	
3				(\$)			
4				(\$)			
5				(\$)			
6				(\$)			
7				(\$)			
8				(\$)			
<b>SHIPPING</b>							
<b>TAX</b>							
<b>GRAND TOTAL</b>							
<b>DELIVERY CALENDAR DAYS</b>							
<b>WARRANTY</b>							
<b>GUARANTEE</b>							
<b>NAME AND TITLE OF CERTIFYING OFFICIAL</b> Jennifer Wladischkin					<b>NAME AND TITLE OF ASSISTANT</b> Toya Thomson		
<b>SIGNATURE</b> <i>Jennifer Wladischkin</i>					<b>SIGNATURE</b> <i>Toya Thomson</i>		
<b>DATE:</b> 10/12/17					<b>DATE:</b> 10/12/17		

RICHLAND COUNTY  
 GOVERNMENT DEPT 1  
 2017 OCT 12 PM 2:00

RCPD TABULATION FORM-2011\_(RAC)

Richland County Govt



rcgov » Formal Solicitations »

# RC-019-B-2018 Riverstation Sub Road Repair Paving.pdf

## Tags from "Formal Solicitation"

Assign Solicitation	RC-019-B-2018	
Number:		
Description:	Riverstation Subdivision Road Repair & Paving	
Department:	Planning	
Procurement Contact:	Jennifer Wladischkin	
Review Scope of Work.:	August 24, 2017	NO ALERT
Reviewed By.:	Procurement, Department	
Create Solicitation	September 08, 2017	NO ALERT
Package.:		
Advertise1:	September 08, 2017	NO ALERT
Pre-Solicitation Conf.:	September 21, 2017	NO ALERT
Issue Addendums:	—	
Bid Opening:	October 12, 2017	NO ALERT
Publish Tabulation.:	October 12, 2017	NO ALERT
Evaluate Responses.:	October 16, 2017	NO ALERT
Council Approval	Yes	
Required?:		
Council Approved Date:	—	
Issue Notice of Intent.:	—	
Intent to Award to.:	—	
Sent Contract to Legal:	—	
Received back from	—	
Legal:		
Sent Contract to Admin:	—	
Received back from	—	
Admin:		
Assign COR.:	—	

## ATTACHMENT B

### *DEVELOPMENT AGREEMENT*

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made as of the \_\_\_\_\_ day of ~~October~~December, 2017 ("Effective Date"), by and between ~~CASCATA DEVELOPMENT, LLC~~ ("Casecata"), ~~a South Carolina limited liability company, and~~ RIVERS STATION, LLC ("Rivers Station"), a South Carolina limited liability company (~~collectively, "Owner"~~) and COUNTY OF RICHLAND, SOUTH CAROLINA ("Richland County"), a body politic and corporate and a political subdivision of the State of south Carolina.

#### WITNESSETH

~~WHEREAS, Casecata is the owner of the roads in the Blythecreek subdivision ("Blythecreek") located in Richland County, South Carolina, and controls the developer's rights in Blythecreek; and~~

~~WHEREAS, the roads within Blythecreek are in need of repairs to the base layer and a surface course of asphalt on all roads in Phase I of the subdivision; and~~

WHEREAS, Rivers Station is the developer of the River Station subdivision located in Richland County, South Carolina, and the roads within the Rivers Station subdivision are in need of repairs to the base layer and a surface course of asphalt on all roads; and

WHEREAS, ~~Casecata and~~ Rivers Station has~~ve~~ agreed to convey and Richland County has agreed to accept the dedication of the roads within ~~Blythecreek and~~ River Station subdivisions, to perform the needed repairs and paving to the roads, and, thereafter, to take full responsibility for the maintenance of the roads, all according to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ~~Casecata,~~ River Station and Richland County hereby agrees as follows:

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ~~Casecata,~~ River Station and Richland County hereby agrees as follows:

1. Conveyance of Roads. ~~Casecata shall convey to Richland County and Richland County shall accept from Casecata the roads within the Blythecreek subdivision as shown on the Blythecreek Map attached hereto as Exhibit 1, which shall thereafter be owned and held by Richland County.~~ Rivers Station shall convey to Richland County and Richland County shall accept from Rivers Station the roads within Rivers Station subdivision as shown on the Rivers Station Map attached hereto as Exhibit 2, which shall thereafter be owned and held by Richland County. These conveyances shall be made in accordance with Richland County's standard documentation.

2. Road Improvements. After taking possession of the roads, Richland County shall make needed repairs to the base layer and place a surface course of asphalt on all roads within ~~Blythecreek (Phase I) and~~ Rivers Station subdivisions.

3. Payments. ~~Owner~~ Rivers Station shall cause to be paid to Richland County the sum of fifty Thousand Dollars (\$50,000) on the Effective Date. ~~Rivers Station~~ Owner shall make a second payment to Richland County in the sum of Fifty Thousand Dollars (\$50,000) within twelve (12) months of the Effective Date. ~~Rivers Station~~ Owner shall make a third payment to Richland County in the sum of One Hundred Thousand Dollars (\$100,000) within twenty-four (24) months off the Effective Date. ~~Upon completion of the work in Blythecreek and Rivers Station subdivisions by Richland County, a final~~

~~accounting will be conducted and made available to all parties herein. If the total cost of improvements exceed the amount of the total payments made by Owner, then Owner shall pay the difference within twenty four (24) months of the final payment. If the total cost of improvements are below the amount of the total payments made by the Owner, then the Owner shall be reimbursed the difference by Richland County within twenty four (24) months of the final payment.~~ Harold V. Pickrel, III (“Pickrel”) agrees that regardless of the responsibility of ~~Cascata and~~ Rivers Station to make the payments herein established, he is also personally liable for the payments herein, and in the case of any default in payment. Pickrel agrees that the County may take any action available to it in law or equity to recover the debt from him personally. Upon the last payment to Richland County, Rivers Station~~Owner~~ and Pickrel shall have no further obligations to Richland County with respect to the roads within the ~~Blythecreek and~~ Rivers Station subdivisions.

4. Entire Agreement, Successors; Headings. This agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written and shall extend to and bind the successors and assigns of the respective parties hereto. The headings in this Agreement are for convenience of reference only and shall not affect the construction hereof.

5. Governing Law and Jurisdiction. This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Agreement, the parties hereby submit to the jurisdiction of the appropriate state or federal court located in Richland County, South Carolina.

6. Attorneys’ Fees. In the event of any litigation arising out of any matters pertaining to this Agreement, or any agreements between parties described herein, the prevailing party shall be entitled to reasonable attorneys’ fees and costs as awarded by a court of competent jurisdiction.

7. No Adverse Presumption. It is acknowledged that this Agreement arose as the result of arms-length negotiations between the parties and that this Agreement, although prepared by representatives of Rivers Station~~Owner~~, was prepared with the advice, consent, recommendation and review of Richland County and its counsel, and is the product of input by all parties. As a result, any ambiguity or uncertainty is not to be construed against the party whose counsel prepared this Agreement on the grounds that such party’s representatives drafted this Agreement.

IN WITNESS WHEREOF, the parties hereto, have caused this Agreement to be executed the day and year first above written.

WITNESSES:

\_\_\_\_\_

~~**CASCATA DEVELOPMENT, LLC**  
a South Carolina limited Liability Company~~

By: \_\_\_\_\_  
~~Harold V. Pickrel, III, Authorized Member~~

**RIVERS STATION, LLC,**  
A South Carolina limited Liability Company,

By: **HVP3 DEVELOPMENT, LLC**  
a South Carolina limited Liability Company,  
Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Harold V. Pickrel, III, Sole Member

Harold V. Pickrel, III joins in an individual capacity for the purpose of acknowledging his responsibilities under Section 3 of the Agreement.

\_\_\_\_\_ [SEAL]

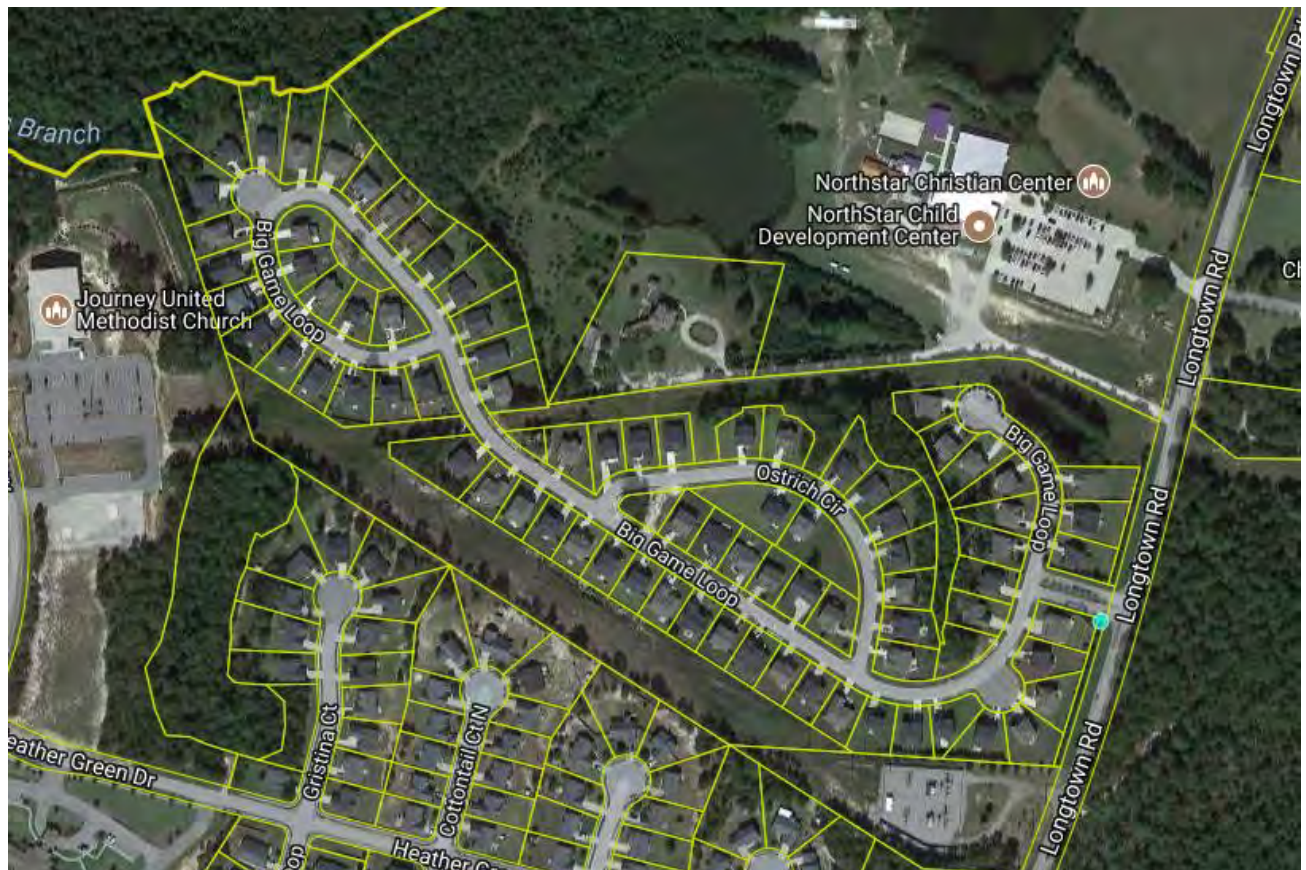
\_\_\_\_\_  
Harold V. Pickrel, III

\_\_\_\_\_  
Witness

SWORN to before me this  
\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: \_\_\_\_\_

Exhibit 21





## Briefing Document

### Agenda Item

Award of Rivers Station Subdivision Road Repair and Paving project.

### Background

On July 11, 2017, County Council approved the execution of an agreement between the County and Cascata Development, LLC and Rivers Station, LLC to complete the construction of the roads in Rivers Station Subdivision and Blythecreek Subdivision.

Both subdivisions are 100% occupied and the citizens in both developments have voiced concerns about the conditions of the unfinished roads in their neighborhoods. Richland County has been responding to complaints from homeowners concerning the conditions of the roads and the County conducted a full assessment of both projects to present a report to the developer to make said repairs. The Developer had indicated the Limited Liability Companies that originally developed the neighborhoods are dissolved and no longer in a position to complete the construction of the roads in both neighborhoods. Further, the Developer indicated he was not in a financial position to perform all the work needed to complete the roads at one time and is unlikely to be able to secure bank loans on such an old project. The Developer, personally and with his current corporation, offered to enter into an agreement to satisfy the obligations of Cascata Development, LLC and Rivers Station, LLC. The agreement allows the County to accept the roads in their current conditions and complete their construction, to include making repairs that will bring the roads into compliance. The Developer will be required to make an initial payment and subsequent agreed-upon payments to reimburse the county for services rendered. The County will take an accounting of services rendered to assure that the total payment from the developer covers all labor, materials, and professional services.

A Request for Bid was issued for the repairs and paving for Rivers Station Subdivision on September 8, 2017. Two bid submittals were received and opened on October 12, 2017. CR Jackson was identified as the lowest, responsive, responsible bidder with a bid of \$211,074.00.

### Issues

There are no other issues.

### Fiscal Impact

Per Council Action on July 11, 2017, the Department of Public Works Roads and Drainage Fund Balance will cover the expense of the work with repayment by the party to the agreement (Developer of Blythecreek and Rivers Station).

### Past Legislative Actions

July 11, 2017 approval by Council to enter into a contract with the Developer for reimbursement of roads to be repaired by the County in Blythecreek and Rivers Station Subdivisions.

### **Alternatives**

1. Approve the request to award this Contract for construction services described herein and further described in detail in the project plans and specifications as advertised.
2. Do not approve the request to award this Contract for construction services.

### **Staff Recommendation**

It is recommended that Council approve the recommendation to award a construction contract to CR Jackson for the repairs and paving of roads in Rivers Station subdivision.



**REQUEST OF ACTION SUMMARY SHEET**

Agenda Item No.: Meeting Date: June 27, 2017

To: Gregory Pearce, Chair, Administration and Finance Committee  
 From: Tracy Hegler  
 Department: Community Planning and Development

**Item Subject Title:** Council Motion: Enter into an agreement with Cascata Development, LLC and Rivers Station, LLC to complete the construction of the roads in Rivers Station Subdivision and Blythecreek Subdivision.

**Action Taken by Committee previously:** None.

- Options:**
1. Consider the motion and approve accordingly.
  2. Consider the motion and do not approve.

**Motion Requested Today:** Council is asked to approve the execution of this agreement, with the language recommended by the Developer, which will allow the County to make road repairs that will serve the citizens in Blythecreek and Rivers Station Subdivisions. Staff also recommends adding a clause about final accounting of the repairs and what will occur if those repairs are over or under the estimated amounts.

**Staff Recommendation:** Approval.

**Impact of Action:** Operating Budget: Not applicable.

Capital Budget: Not applicable.

**Funding Amount/Source:** Department of Public Works (DPW) Roads and Drainage Fund Balance will cover the expense of the work (est. \$200,000) with repayment by the party to the agreement (Developer of Blythecreek and Rivers Station).

**Requested by:** Tracy Hegler, Director of Community Planning & Development

**Staff Representative:** County Administrator Gerald Seals

**Outside Representative:** None.

- List of Attachments:**
1. Detailed Request of Action
  2. Maps of Neighborhoods

6/21/17  
Date Submitted

Brandon Madden  
Approved by the County Administrator's Office

2 and 7  
Council District

## Richland County Council Request of Action

**Subject:** Enter into an agreement with Cascata Development, LLC and Rivers Station, LLC to complete the construction of the roads in Rivers Station Subdivision and Blythecreek Subdivision.

### A. Purpose

County Council is requested to approve the execution of an agreement with Richland County and Cascata Development, LLC & Rivers Station, LLC to complete road construction, including repair of existing infrastructure, at Blythecreek Subdivision (Council District 2) and Riverstation Subdivision (Council District 7). The agreement will allow Richland County to make the necessary repairs in both subdivisions in order to bring the roads into compliance, and receive arranged payments from the Representative of both entities to cover the expenses incurred by the County, which will include labor, materials, and professional services.

### B. Background / Discussion

Blythecreek Subdivision (Attachment A) is a single-family residential development located on Boney road (S-40-1367). The 80.61 acre neighborhood consists of 153 lots and approximately 9,000 linear feet of road, along with approximately 20 acres of common area. A land disturbance permit was issued on September 29, 2006 and the project was constructed in two (2) phases.

Riverstation Subdivision (Attachment B) is a single-family residential development located on Longtown Road. The neighborhood covers 31.17 acres with 106 lots, approximately 4,500 linear feet of road and approximately 9 acres of common area. A land disturbance permit was issued on July 30, 2007 and the project was constructed in two (2) phases.

Both subdivisions are 100% occupied and the citizens in both developments have voiced concerns about the conditions of the unfinished roads in their neighborhoods. To date, the developer of Blythecreek Subdivision and Riverstation Subdivision has 'not' petitioned the county to accept the roads in these neighborhoods, given their unfinished state and non-compliance with County standards.

Richland County has been responding to complaints from homeowners concerning the conditions of the roads and the County conducted a full assessment of both projects to present a report to the developer to make said repairs. The Developer indicated the Limited Liability Companies that originally developed the neighborhoods are dissolved and no longer in a position to complete the construction of the roads in both neighborhoods. Further, the Developer indicated he is not in a financial position to perform all the work needed to complete the roads at one time and is unlikely to be able to secure bank loans on such an old project. The County conducted a search of bonds for both projects and no information can be found on Blythecreek Subdivision and a bond was in place for Riverstation Subdivision in the amount of \$471K which expired on January 1, 2010.

The Developer, personally and with his current corporation, has offered to enter into an agreement to satisfy the obligations of Cascata Development, LLC and Rivers Station, LLC. The agreement will allow the County to accept the roads in their current conditions and complete their construction, to include making repairs that will bring the roads into compliance. The Developer will be required to make an initial payment and subsequent agreed-upon payments to reimburse the county for services rendered. The County will take an accounting of services rendered to assure that the total payment from the developer covers all labor, materials, and professional services.

The following steps have been taken to develop the structure of the agreement:

- Richland County prepared a report for each subdivision that identifies deficiencies and list quantities of failures for the purpose of developing a cost estimate.
- The County Engineer created a cost estimate based on the quantities submitted.
- The scope of work was presented to the developer with an estimated total cost.
- The agreement defined the scope of work to be conducted and outlined a schedule of payments to be made by the developer.

The proposed agreement has been reviewed by the County's Legal Department and the Developer. The County's Legal Department indicates the agreement is legally sound and provides adequate protection for the County. However, it should be noted the Developer removed language proposed by the County's Legal Department that would explicitly strengthen the recourse available to us in the event of a default. The alternate language for paragraph 3 follows. The decision as to the acceptable language is a policy decision for Council.

Pickrel agrees that regardless of the responsibility of Cascata and Rivers Station to make the payments herein established, he is also personally liable for the payments herein, and in the case of any default in payment, Pickrel agrees that the County may take any action available to it in law or equity to recover the debt from him personally, including execution on his real and personal property. Until receipt by Richland County of the final payment, Owner and Pickrel do hereby bind themselves and their heirs, successors, and assigns to indemnify, defend, hold harmless and release the Richland County, its successors and assigns, from all losses, damages, destruction and claims in any way relating to the design, construction, or previous maintenance performed by anyone other than Richland County of such streets, roads or rights-of-way hereinabove specified.

Richland County Department of Public Works (DPW) has been a part of these discussions and reviewed the agreement, as it is assumed the work can be completed by DRW personnel and equipment. DPW agrees to complete the necessary work and recover funds from the Developer for those costs.

The cost to complete the roads in both neighborhoods is not estimated to exceed \$200,000 and would be covered by DPW's Roads & Drainage Fund Balance. The terms of the proposed agreement require the Developer pay the County back in three installments within twenty-four

(24) months of the agreement's effective date. That repayment should be deposited into the County's Roads & Drainage Fund Balance.

The County will prepare final accounting of the repairs. The Developer would be responsible for any additional funds or work that may be required outside of the original scope or an additional contract may be negotiated.

This request has been reviewed by Finance with no concerns.

**C. Legislative / Chronological History**

This is a staff-initiated request. Therefore, there is no legislative history.

**D. Financial Impact**

There is no financial impact associated with this request.

**E. Alternatives**

1. Approve the execution of the agreement which will allow the Department of Public Works to facilitate repairs and completion of the road to serve the citizens in the neighborhoods.
2. Do not approve the execution of the agreement. Choosing this alternative would leave the citizens living in these two neighborhoods with failing and incomplete infrastructure. The County will continue to hold the developer responsible for making repairs and completing the construction of the roads.

**F. Recommendation**

It is recommended that Council approve the execution of this agreement, with the language recommended by the Developer, which will allow the County to make road repairs that will serve the citizens in Blythecreek and Rivers Station Subdivisions. Staff also recommends adding a clause about final accounting of the repairs and what will occur if those repairs are over or under the estimated amounts.

Recommended by: Tracy Hegler

Department: Planning

Date: June 16, 2016

## Richland County Council Request for Action

**Subject:**

Intergovernmental Agreement with the City of Columbia: Devil's Ditch

**Notes:**

January 8, 2018 – The committee recommended Council approve the agreement with the City of Columbia to share the costs for the Devil's Ditch Maintenance Project at a cost of \$272,069.44 from the Stormwater Management Division's Capital Drainage Projects account, and approve accepting TMS#13707-22-04 from the Forfeited Land Commission to ease future maintenance of the project.



**Development & Services Committee Meeting  
January 9, 2018  
Briefing Document**

**Agenda Item**

Devil's Ditch Maintenance Project

**Background**

The purpose of the Devil's Ditch project is to perform maintenance repairs of a capital nature to Devil's Ditch. Devil's Ditch is located in the Gills Creek Watershed in Richland County Council District 5. Maintenance includes the removal of overgrown vegetation, accumulated sediment and debris, and the instillation of appropriate bank and bed stabilization to prevent future erosion and scouring. The project limits extend from the upper two branches of the ditch near the intersection of Live Oak Street and South Ott Road down to Plowden Road.

The City of Columbia and Richland County have worked together since 2012 on an engineering study of the maintenance needs for the Devil's Ditch Maintenance Project. Construction costs for the maintenance project have been set aside in both the City's and County's Capital Projects accounts. A cost share agreement between the City of Columbia and Richland County for construction of this project is attached to this briefing document.

**Issues**

The Devil's Ditch maintenance project has been on the Stormwater Management Division's Capital Improvement Projects (CIP) list for several years. The project was previously delayed due to the inability to obtain all easements along the project area. All easements have now been obtained that are needed to complete the project except for one property (TMS#13707-22-04). This property is approximately .27 acres of vacant land located along the south side of Hickory Street within unincorporated Richland County. Taxes were not paid on the property and it is currently owned by the Richland County Forfeited Land Commission. The location of this property provides an unobstructed access to Devil's Ditch and could serve as a staging area for future maintenance needs. It is recommended the County take ownership of this parcel to make future maintenance of Devil's Ditch more efficient.

**Fiscal Impact**

The estimated cost of this project is \$406,073.80. Of the total cost, 67% will be covered by Richland County and 33% by the City of Columbia. The cost split is based on the percentage of the project located within the City of Columbia and unincorporated Richland County. Richland County's portion of \$272,069.44 is available in the Department of Public Works Stormwater Management Division's Capital Drainage Projects account.



### **Past Legislative Actions**

February 2010 – County Council approved a grant agreement from the City of Columbia for the amount of \$80,000 for the design of the Devil’s Ditch Project maintenance plans.

July 2013 – County Council approved the right-of-way acquisition to acquire unclaimed land within the undeveloped right-of-way.

### **Alternatives**

Council is requested to take two actions:

1. Approve the agreement with the City of Columbia to share the costs for the Devil’s Ditch Maintenance Project at a cost of \$272,069.44 from the Stormwater Management Division’s Capital Drainage Projects account, and approve accepting TMS#13707-22-04 from the Forfeited Land Commission to ease future maintenance of the project.
2. Disapprove the agreement with the City of Columbia to cost share the costs of the Devil’s Ditch Maintenance project and deny the use of funds for the project, and disapprove accepting TMS# 13707-22-04 from the Forfeited Land Commission.

### **Staff Recommendation**

Staff recommends County Council approve the agreement with the City of Columbia to cost share at the amount of \$272,069.44 and accept parcel TMS#13707-22-04 from the Forfeited Land Commission.

**Submitted by:** Department of Public Works (SH20) **Date:** December 29, 2017

## PROJECT AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Richland County, South Carolina (the “County”) and the City of Columbia, South Carolina (the “City”).

WITNESSETH THAT:

WHEREAS, the Devils Ditch waterway (“Devils Ditch”) is located within the areas served by and under the jurisdiction of the City and areas that are under the jurisdiction of the County; and

WHEREAS, the City and the County, and all those served by these entities, have a mutual interest in the maintenance of Devils Ditch; and

WHEREAS, the City and the County coordinated to have an evaluation conducted, as well as a project plans and specifications (the “Project Plans”) and a project estimate (the “Project Estimate”) prepared for Devils Ditch by Dennis Corporation, as illustrated in Attachment A; and

WHEREAS, the parties have agreed to collaborate on the maintenance project, in accordance with the Project Plans, and procure one contractor to execute the maintenance project in order to reduce costs; and

WHEREAS, the parties wish to authorize the maintenance activities specified in the aforesaid Project in accordance with the Project Plans and within the Project Budget;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the County and the City agree as follows:

1. The parties agree that each party will secure, at their own cost, any necessary property rights – e.g., easements, licenses, etc. – to perform work located in their own jurisdiction and which property rights will provide for access and maintenance activities performed by either party. Each party will provide to the other party copies of all filed and recorded easements obtained by the party for work under this Agreement.
2. The Project Plans will be bid through the City’s procurement process. Once the bidding process is completed, no further action or approvals are needed with the exception of final approvals from City and County Council for construction. Parties agree that as of the date of this agreement the Project Budget should be sufficient to complete the Project Plans.
3. The City and County consent to the maintenance activities specified in the Project within both the City corporate limits and the County unincorporated areas in accordance with the Project Plans and within the Project Budget. The foregoing consent shall be the sole approval necessary from the County for the City to complete the Project under the Project Plans and within the Project Budget.
4. The County and City will provide up to \$272,069.44 toward the cost of the Project from the budget sources detailed in Attachment B. If maintenance activity costs as reflected in the low bid are over budget, the City will work with the County to revise the Project Plans as necessary to bring the cost within the funds currently allocated for the project. Until the Project Plans have been revised such that the executed contract is within the funds currently allocated for the project, a Notice to Proceed will not be issued.

5. If, after contractor award or during maintenance activities, circumstances arise or conditions are discovered which cause the Project Budget to be insufficient to complete the Project, neither party shall be responsible for obtaining or providing additional funding. In such case, the City will cooperate with the County in revising the Project Plans as necessary to complete the Project within the Project Budget. In no event will the City or County be required to provide any funds in excess of the amount reflected in the Project Budget; however, the County or the City may provide funds if approved through an appropriate change order.

6. The City may, in its sole discretion, authorize change orders that it deems necessary to complete the Project so long as such change orders are within the scope of the Project Plans and the Project Budget after Notice of Proceed is issued.

7. Upon completion of the Project, and inspection of the Project proving the maintenance activities have been completed in accordance with Project Plans, all future maintenance activities will remain the responsibility of the entity which had maintenance responsibility prior to the Project.

9. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein.

10. This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

11. This Agreement represents the entire agreement between the County and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the Project.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

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

Printed Name: Gerald Seals

Title: County Administrator

City of Columbia, South Carolina

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

Printed Name: Teresa Wilson

Title: City Manager

**Devils Ditch**  
**Richland County, SC**  
**Construction Cost Estimate - Phase I**  
**STA: 100+00 - 133+00; 200+00 - 203+91.46**  
**Maintenance Plan**

Preliminary Construction Estimate - Phase I - 04/11/14					
Item	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS	\$8,500.00	\$8,500.00
2	Temporary Signage, Maintenance	1	LS	\$10,000.00	\$10,000.00
3	Maintenance Access Clearing & Stabilization	6,550	SY	\$4.50	\$29,475.00
4	Selected Clearing, (No Grubbing)	3.40	AC	\$14,000.00	\$47,600.00
5	Ditch Cleanout & Debris Removal	3,692	LF	\$12.00	\$44,304.00
6	Stormdrainage Repairs	1	LS	\$50,000.00	\$50,000.00
7	Class B RipRap - End Treatment	90	TON	\$85.00	\$7,650.00
8	Class B RipRap - Aprons	85	TON	\$85.00	\$7,225.00
9	Class C RipRap - Channel Lining & End Treatment	910	TON	\$110.00	\$100,100.00
10	RipRap Bank Armoring (Includes RipRap and Grout)	400	SY	\$155.00	\$62,000.00
11	Permanent Grassing / Vegetation	1.28	AC	\$1,800.00	\$2,304.00
12	Contigent Maintenance Stone	400	TON	\$38.00	\$15,200.00

<b>Subtotal</b>	<b>\$369,158.00</b>
<b>Contigency (10%)</b>	<b>\$36,915.80</b>
<b>GRAND TOTAL</b>	<b>\$406,073.80</b>

**Attachment B**

**Devils Ditch  
Richland County, SC  
Construction Cost Budget Sources**

Preliminary Funding Estimate – Phase 1		
<b>Entity</b>	<b>Percentage of Project</b>	<b>Cost</b>
<b>Richland County Stormwater</b>	67 %	\$272,069.44
<b>City of Columbia Stormwater</b>	33%	\$134,004.36
<b>Total</b>	100%	\$406, 073.80

**Basis for breakdown:**

- Line items for work along the entire project length are a function of the relative length within each jurisdiction
- Riprap costs are allocated by location of the work as shown on the plans

## Richland County Council Request for Action

**Subject:**

Quit Claim Portion of Pear Tree Road to Adjoining Property

**Notes:**

January 9, 2018 – The committee recommended Council approve the request to quit claim the 50' Right-of-Way to the adjoining property owners.



**Development & Services Committee Meeting  
January 9, 2018  
Briefing Document**

**Agenda Item**

Quit Claim Portion of Pear Tree Road to Adjoining Property Owners

**Background**

When Quail Creek Phase II-B was planned, it was intended for Pear Tree Road to provide through-street access to another phase of Quail Creek. The plans changed, and another subdivision called Surrey Place was established behind Quail Creek Phase II-B instead.

With the establishment of this new subdivision, the extension of Pear Tree Road was no longer needed. What was left was an undeveloped stub out of a road leading nowhere. There is currently a curb cut and a paved apron, but the rest of the Right-of-Way is undeveloped.

**Issues**

On August 18, 2017, the property owner at 2600 S Partridge Circle requested that this 50' Right-of-Way, which can now never be extended, be quit claimed to the adjoining property owners.

The quit claim process is prescribed in *Richland County Code of Ordinances*, Section 21-14(c), which allows the property to be evenly divided (25' by the length of the Right-of-Way), with one half deeded to the property owner to the north, and one half deeded to the property owner to the south.

**Fiscal Impact**

None

**Past Legislative Actions**

None

**Alternatives**

1. Approve the request to quit claim the 50' Right-of-Way to the adjoining property owners.
2. Do not approve the request to quit claim 50' Right-of-Way to the adjoining property owners.

**Staff Recommendation**

Approve the request to quit claim the 50' Right-of-Way to the adjoining property owners.

**Submitted by:** Department of Public Works

**Date:** December 7, 2017

August 18, 2017

Marcos A. Perez-Delgado

Ivonne T. Perez

2600 South Partridge Circle Hopkins, sc  
Quail creek SUBDIVISION ,Tax Map #21911-06-01.

Mr. Randy Byrd

County Public Works Administrator

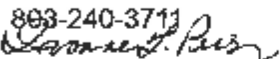
Columbia, SC

This letter is in request to obtain the right of way of Pear Tree street dead end property to be divided between my neighbor Ms. Annette Sumter, (2516 South Partridge Circle) and 2600 South Partridge Circle my self Marcos A Perez-Delgado. It is our interest as neighbors that each be granted one half of the lot and obtain a deed of ownership to it, we are willing to comply with any requirements stipulated by city and county administration.

Hope you will consider our petition.

Thank you very much.

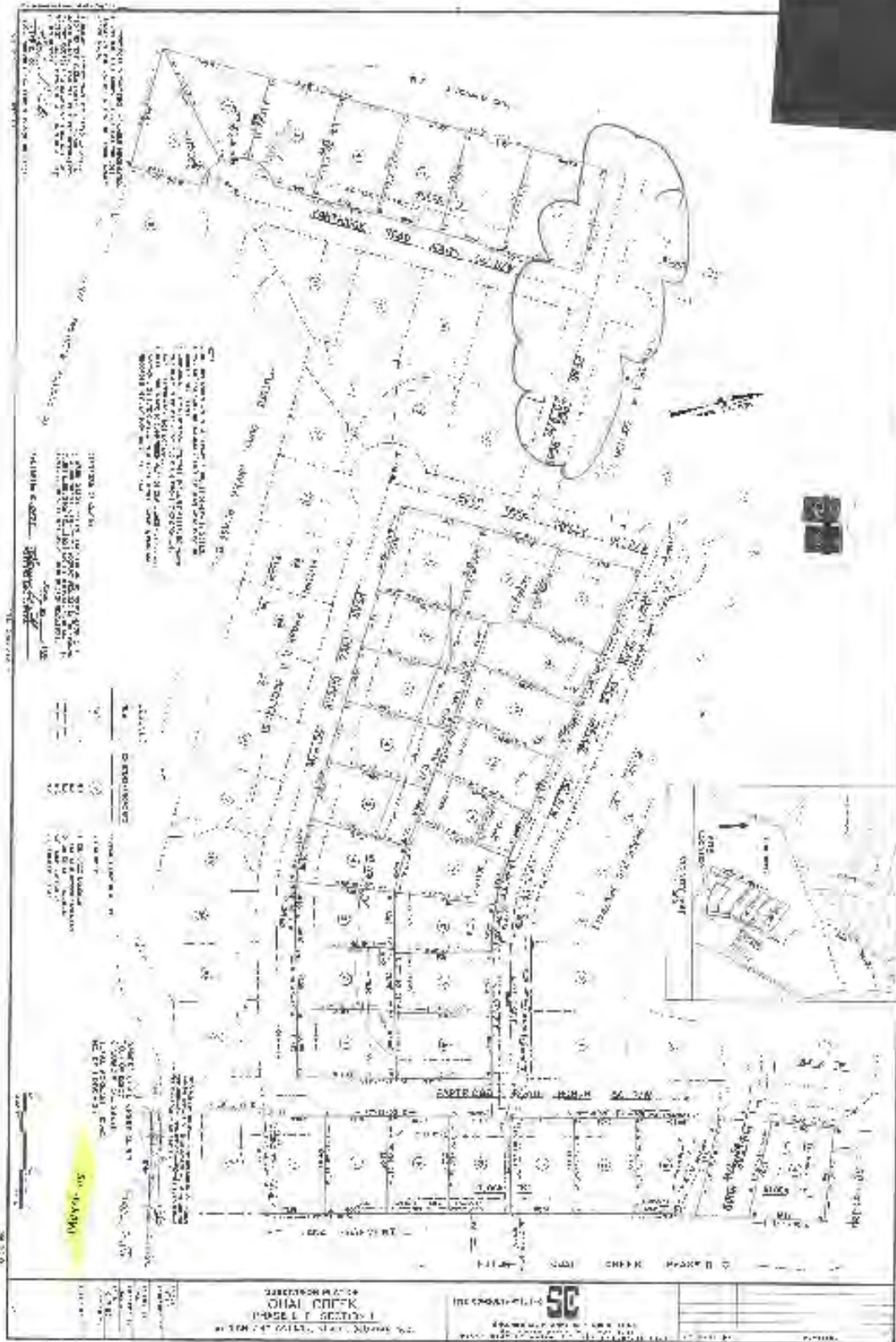
  
Marcos A. Perez-Delgado

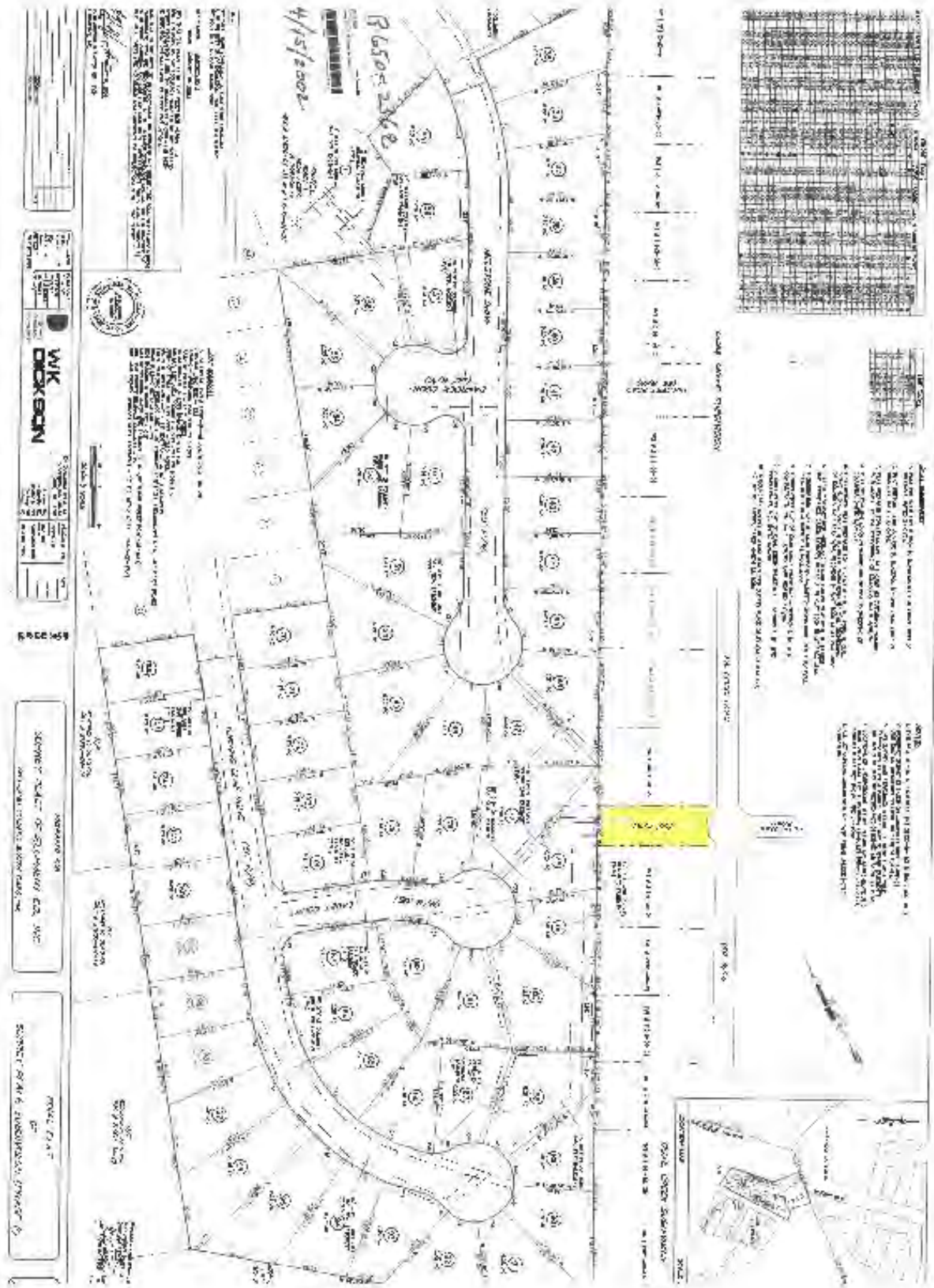
803-240-3711  
  
Ivonne T. Perez (wife)

  
Annette Sumter










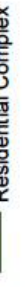
803-331-9673







**2600 S. Partridge Cir.**

- Legend**
-  Parcels
  - Roads**
  -  Other
  -  County Paved
  -  County Unpaved
  -  Private / Other
  -  SCDOT
  -  Interstate
  -  Proposed
  -  None
  -  Residential Complex

\* Area in question is highlighted in yellow.



1 inch = 42 feet



**DISCLAIMER:** This is a product of the Hollister County Public Works Department and is not intended to be used for any purpose other than the one for which it was prepared. It is not intended to be used for any other purpose, and no liability is assumed by the County for any use of the information contained herein for any purpose other than the one for which it was prepared. Any use of this information is prohibited, except in accordance with the planning agreement.

**PROFESSIONAL INFORMATION:** Any use of this information is prohibited, except in accordance with the planning agreement.

HOLLISTER COUNTY  
 PUBLIC WORKS DEPARTMENT  
 400 F STREET SW  
 HOLLISTER, CA 95023

## Richland County Council Request for Action

**Subject:**

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]

**Notes:**

January 9, 2018 – The committee recommended Council approve staff's recommendation.

# **CATASTROPHIC LEAVE POOL DESIGNATED BY EMPLOYEE RECOMMENDATIONS:**

**The Human Resources Department (HRD) has been requested to evaluate the issue of whether or not Catastrophic Leave Pool (CLP) should be allowed to be designated for donations by individual instead of to a leave pool.**

It is Human Resources Department objective to ensure leave policies are applied on a consistent basis, and to ensure compliance with Federal and State Family and Medical Leave regulations. Therefore, if the Council deems appropriate to permit direct donations from one employee to another, HRD recommends the current criteria still apply. In addition, each respective Department Director, Elected Official, or Appointed Official would have the discretion to review Catastrophic Leave Pool requests and make an approval or denial recommendation based on relevant factors as determined by the respective department head. If the department head recommends denial, such recommendation along with reasons should be reported to the employee by the respective department head.

The County has developed the following guidelines and associated forms for administration of Catastrophic Leave Pool. These guidelines are to be used in conjunction with the appropriate County policy in an attempt to maintain consistent application of the Catastrophic Leave Pool benefit. .

The purpose of the Family and Medical Leave Act (FMLA) is to allow employees to balance their work and family life by taking reasonable unpaid leave for an eligible employee's serious health condition, in compliance with Federal law. The serious health condition of the employee's child, spouse, same- or opposite-sex domestic partner, or parent, or to bond with the employee's newborn, adopted or foster care child in accordance with State and Federal law in effect at the time the leave is granted.

Currently County employees already have access to substantial leave benefits – including sick leave, annual leave, advanced sick leave, catastrophic leave pool, and leave without pay.

**HRD does not recommend that we move from a Leave Pool process to an individualized donation pool for the following reasons:**

- **Currently, the CLP is distributed based on qualifiers that the County has designated and based on whether or not there is any leave available in the leave pool. If we move to an individual donation process, the following instances are likely to occur:**
  - **People will only designate leave to their friends**
  - **Employees who have more friends will have leave donated directly to them.**
  - **This will turn the program from a County-wide benefit, to a popularity contest.**
- **If we allow employees to donate to individuals, we lose the concept of a County-wide benefit as we are now allowing friends to donate to their individual friends.**
- **Individual donations would cause extra accounting processes for the Finance (Payroll) Department.**
- **Similar jurisdictions, in our current evaluation group, have the following programs in place:**

	CLP	Individualized Leave Pool	No Leave Pool
State of SC	X	X	
Greenville County		X	
Lexington County			X
Charleston County			X
York County	X		
City of Columbia			X

In response to Specific Council Member questions/comments from the July D&S Committee, HRD has the following responses:

- Changing the rules would only require a sentence or two change to the policy, but would require a re-vamp of the guideline and the procedures and much more administrative work.
- FMLA rules are governed by the federal government and HRD abides by those rules. Eligible employees are allowed up to 12 weeks in a rolling calendar year period.
- Do statements under final recommendations belong to HRD - Yes
- There are no known tax consequences associated for the leave other than the leave is considered paid wages and the employee has to pay taxes on wages.

In response to Specific Council Member questions/comments from October meeting:

1. Has the state experienced any problems with their direct donation policy?

HRD gathered the following response from a member of the State HR Department:

The direct leave donation was enacted into law in 2015, while I was at the County. I called the State Division of Human Resources, Assistant Director and polled five (5) agency HR Directors to get some further insight of any issues. There has been very little used of the direct leave donation. There have not been any issues.

When the leave donation was enacted into law, there were agencies that had concerns but there has been no problems that have come up.

2. Has Lexington County experience any problems with their direction donation policy?

Lexington County does not have a direct donation policy.

However, HRD gathered the following response from a member of the Greenville HR Department:

**We occasionally have issues, but they're not insurmountable. It's always up to the department head whether or not to grant the donations. What helps in keeping it "honest" is that the employees have to be on an approved FMLA or extended medical leave. Probably the most aggravating issue is employees who "solicit" sick time from other employees, especially people who have run out of sick time because of continual or overuse of their accruals. So when they have a more urgent need, they want others to donate. But for its intended purpose (i.e. critical situations), it is very well received on both ends.**

# CURRENT COUNTY LEAVE POLICIES

## Holidays

The County observes the following holidays:

New Year's Day	January 1
Martin Luther King, Jr., Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11
Thanksgiving Holiday	4 <sup>th</sup> Thursday and following Friday in November
Christmas Holiday	Christmas Eve, Christmas Day, and the day after Christmas
Floating Holiday	Scheduled in advance on any regular workday, subject to supervisory approval

Only employees working in Regular, full-time positions are eligible for Observed Holiday Pay.

Holidays which fall on Saturday are generally observed the preceding Friday. Holidays which fall on Sunday are generally observed the following Monday.

County Council may declare additional days as holidays.

An eligible employee must be in active pay status on his/her normal or scheduled workday before and after the observed holiday to receive holiday pay.

Exempt employees who are required to work on a holiday may request administrative leave with pay (not to exceed 7.5 hours per pay period) as their schedules allow and Department Heads authorize. The administrative time off may or may not fall in the same pay period as the holiday and does not necessarily equal or exceed the time worked on the holiday.

At the discretion of the supervisor, non-exempt employees who are scheduled to work on a holiday receive an additional day's pay or are provided with an alternate day off to be scheduled by the supervisor.



## Annual Leave

The County strives to support the wellbeing of eligible employees by providing the opportunity to accrue and take accrued annual leave. The County encourages all employees with accrued annual leave to take approved vacation annually. Annual leave is a benefit, not a right, that must be accrued.

Regular full-time employees accrue annual leave as follows:

75- hour Work Schedule	Hours Accrued Per Pay Period	Hours Accrued Per Year
0 - 5 years	2.89	75
6 - 10 years	4.33	112.5
11 or more years	5.77	150

85-hour Work Schedule	Hours Accrued Per Pay Period	Hours Accrued Per Year
0 - 5 years	3.27	85
6 - 10 years	4.90	127.5
11 or more years	6.54	170

An employee must request and receive prior approval from his/her supervisor or Department Head in order to utilize accrued annual leave. Annual leave may not be used during new hire probationary period unless approved (in writing) by the Department Head.

Under normal circumstances, annual leave should be requested by the employee in writing well in advance of the date that the leave is scheduled, or as prescribed by Department procedures. Annual leaves will be scheduled as much as practical in accordance with employee requests. The County's workload demands, however, are paramount.

When more employees request particular days off than can be accommodated, supervisors will make annual leave assignments taking into account the date the requests were made, special needs for particular annual leave dates, and the employees' lengths of service.

The maximum number of annual leave days that can be accumulated and carried over from year to year is 45.

An employee who has completed his/her new hire probationary period and who is terminated shall be compensated in a lump sum for the balance remaining of his/her accrued annual leave at the time his/her final check is cut, unless the reason for termination is gross misconduct or resigning or retiring to avoid termination. This lump sum will be minus any funds the employee has authorized in writing for the County to deduct and will not exceed forty-five (45) days. No employee on annual leave at the time of termination of employment shall accrue any leave credit after the last day of work.

## Sick Leave

The County strives to support the wellbeing of eligible employees by providing the opportunity to accrue and take accrued sick leave. Sick leave is a privilege granted by the County, not a right. The County strives to provide employees with sufficient paid sick leave. Sick leave may be approved for the following reasons:

- Illness, injury, or disability of the employee.
- Obtaining professional services from a health practitioner for treatments for which arrangements cannot reasonably be scheduled outside of working hours.
- Illness, injury, or disability of an employee's immediate family member (up to a maximum of six (6) days of sick leave per year).

Employees may be required to submit a physician's statement before being eligible for sick leave payment. A physician's statement will be required if the employee is absent from work for 3 or more consecutive days and/or where the employee has previously been counseled or disciplined for excessive use or abuse of sick leave. In some circumstances, employees may be required to provide certification from their physician that they are able return to work before being allowed to return to work. Abuse of leave or failure to call in as required may result in denial of paid sick leave.

Only Regular, full-time employees accrue sick leave, and they may carry over a maximum number of hours as follows:

Work Schedule	Hours Accrued Per Pay Period	Hours Accrued Per Year	Maximum Accrual Limitation
75-hour work schedule	3.46	90	675
85-hour work schedule	3.93	102	765

Employees are required to contact their supervisor as soon as possible prior to the start of work, (no later than two [2] hours after the start of the work shift) when requesting an absence unless other arrangements have been made with the supervisor.

An employee who has accrued at least 150 or more sick leave hours (170 for 85-hour/14-day work schedules) and who resigns or retires voluntarily, will, at the time of his/her separation (providing employee gives and works a two-week notice and is terminated without cause), be paid for 1/4 of his/her accrued, but unused, sick leave hours (up to the maximum number of allowed hours).

### **Advanced Sick Leave**

The County provides the opportunity for Regular, full-time employees with a serious medical condition who have used all of their accrued sick and annual leave the opportunity to borrow sick leave. Sick leave may be advanced up to twenty-four (24) work days upon Department Head, the Human Resource Department, and County Administrator approval in order to help support the recovery of employees who are seriously ill, injured, or disabled.

Upon returning to work, an employee who has been granted advanced sick leave will have deducted from his/her accruals all accrued sick leave to be applied to the existing deficit, until such time as the deficit in the employee's sick leave account no longer exists.

If an employee who has been advanced sick leave has his/her employment with the County terminated for any reason prior to accruing sick leave equivalent to the amount advanced, the Finance Department will cause an appropriate amount of money (equal to the employee's daily rate of pay times the number of unrepaid sick hours) to be deducted from the employee's final paycheck, and/or the employee may be billed for the amount of outstanding monies due to the County.

Employees should notify their supervisor immediately of request and reason for advanced sick leave request.

### **Administrative Leave with Pay**

To provide for leave with pay under circumstances that do not fall under the guidelines of any other paid leave procedure, in unusual or emergency circumstances, Regular full-time employees may be granted administrative leave with pay; but only by the County Administrator.

No employee has any right or entitlement to administrative leave with pay, regardless of the circumstances of his/her absence. Among those unusual situations to which administrative leave with pay may apply:

- Absences due to a County-ordered fitness-for-duty examination.
- Absences due to pending investigations or reviews of alleged improper conduct.
- Absences due to any other unusual or emergency circumstance that the County Administrator determines warrants a leave with pay.

Employees should notify their supervisor of dates and reason a leave with pay is being requested if leave is voluntary.

## **Catastrophic Leave**

The Catastrophic Leave Program is a voluntary program that allows eligible employees to donate a portion of their accrued annual leave and sick leave to assist other eligible employees who are experiencing a catastrophic illness and/or injury. The Catastrophic Leave Program provides eligible Regular, full-time employees the opportunity to receive 67% of their gross pay and continue in pay status for up to thirty (30) days (225 hours for 37.5-hour/7-day period employees, and 255 hours for 85-hour/14-day period employees) in a rolling twelve-month period.

Donations and Requests will be processed in the order in which they are received. If time is available within ninety (90) days, it will be allocated accordingly. If time is not available, requests will be kept for ninety (90) days. During that time frame, if time becomes available and if the employee still qualifies, time will be distributed. If time does not become available, requests will be considered void and requesting employee and Department Head notified.

Donors may not donate directly to an individual employee. Donations must be made in hour increments after an initial 37.5-hour donation. An employee may donate his/her accrued annual or sick leave to the catastrophic leave program only if the employee has at least seventy-five (75) total hours of accrued sick and/or accrued annual leave remaining after the donation. A donor may not donate accrued leave that exceeds the maximum annual carry-over limitation for the respective type of leave (leave that would be lost due to maximum accrual limitations). Once the donation is approved, the donor may not revoke the donation.

To be eligible for catastrophic leave, an employee must be a Regular, full-time employee and must not have been the subject of disciplinary action due to attendance in the preceding two (2) years. The recipient must have had a minimum of seventy-five (75) hours of combined sick and annual leave time available at the beginning of the illness or injury. Recipients must exhaust all annual and sick leave; and they must request, be approved for, and use advanced sick leave before participating in the catastrophic leave program. The recipient employee may not compensate the donor employee for time donated. The maximum request for leave from the catastrophic leave program may not be more than thirty (30) days requested in a rolling twelve-month period. In any pay period, recipients may use donated hours only up to 67% of their normal scheduled work hours.

## **Military Leave**

Employees are entitled to such leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law. The provisions of such laws change from time to time, and for that reason no effort is made to set forth the law in this policy.

## **Jury Duty**

Employees who work in Regular, full-time positions are entitled to a paid leave of absence for their regular rate of pay on all work days during which they are required to appear in any court to serve as jurors.

An employee receiving notice of a call for jury duty should immediately notify his/her supervisor. The employee must provide the supervisor with all pertinent information, including a copy of the official notification of selection for duty.

If jury duty extends for less than half the daily scheduled work period, the employee is required to report for work at the conclusion of jury duty, unless departmental directives specify otherwise. If jury duty is required for more than half the scheduled daily work period, the employee is not required to report for work on that day.

To receive paid jury duty leave, the employee must turn in to the Finance Department any compensation received for serving on a jury (excluding mileage). That is, an employee eligible for paid jury duty leave may receive either his/her regular rate of pay for days served on jury duty or the juror fees/allowances paid by the court for his/her jury service, but not both.

## **Bereavement Leave**

An employee working in a Regular, full-time position will be paid for time actually lost from straight-time scheduled work up to 3 days of funeral leave due to attendance at the funeral of a member of his/her immediate family, which is defined as spouse, parent, child, grandparent, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law, or sister-in-law. The immediate family will be considered to include step-parents, step-children, and step-brothers and step-sisters only when the employee and the deceased had lived together regularly in the same household at or prior to the time of death. The County requires proof of relationship and attendance at the funeral by requiring an obituary or documentation from the funeral home that states the relationship of the deceased to the employee.

Employees may be excused from work to attend the funerals of other family members and, upon request, may be paid for such absences from accrued annual leave balances.

## **Disability and Personal Leave**

### **Leave for Employees Employed Less Than 12 Months; for Employees Who Have Worked Fewer Than 1250 Hours In Preceding 12 Months; and for Employees Whose Reasons for Leave Are Not Covered by the Family and Medical Leave Act**

An employee who has completed his/her initial probation (and any extension thereof) may request a leave of absence for up to 6 months when unable to work because of sickness, pregnancy, or injury on or off the job. Such an employee may also apply for leave of absence for personal reasons. Personal leaves are granted only at the discretion of the County Administrator upon recommendation by the employee's Department Head and/or the Human Resources Department.

Employees are requested to apply for leaves of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.

Disability leave begins on the first day of absence.

After the employee has exhausted any annual and/or sick leave, as a general rule, an employee on leave of absence is not entitled to wages or fringe benefits and does not accrue fringe benefits. Certain exceptions may be established by law.

Employees on leave of absence may not engage in other employment.

Employees desiring to return to work from an unpaid leave of absence should notify their supervisor in writing at least 5 days prior to their desired return date. If the County finds that the employee is fit to resume his/her duties, the employee may be recalled to his/her former job if a vacancy exists which is to be filled. If no such vacancy exists, the employee may be recalled to any job in which there is a vacancy and for which he/she is qualified. If no such vacancy exists at the time the employee desires to return to work, the employee's leave of absence may be continued. Any employee who has not been reinstated within six (6) months following the commencement of a leave of absence is terminated. This action does not affect the employee's eligibility to be considered for hire as a new employee at some future time.

## **Disability and Personal Leave**

### **Family & Medical Leave Act – (Applies Only to Employees Who Have Been Employed 12 Months Or Longer and Who Have Worked 1250 Hours or More in the Preceding 12 Months— Both Prior to Commencement of Leave)**

Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. As a general rule, employees must request leaves of absence under this law and policy; but in appropriate situations, employees may be placed on leave status without application.

#### **Reason for Leave of Absence**

An eligible employee will be granted a leave of absence under this law and policy if a serious health condition, including disability resulting from an on-the-job injury, prevents the employee from being able to perform his/her job; if the employee's spouse, child, or parent has a serious health condition and the employee must be absent from work in order to care for that relative; or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received into the employee's household will end 12 months after a natural child is born or 12 months after an adopted or foster child is received into the employee's household. **Proof of need for leave of absence may be required.**

#### **Length of Leave**

An eligible employee is entitled to the equivalent of a total of 12 work weeks of leave during any 12 consecutive months. The County uses a "rolling" twelve months for determining leave availability. Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child, or parent may be taken intermittently or by means of a modified work schedule when necessary.

#### **Effect of Leave on Paid Time Off**

An employee who must be absent due to his/her own serious health condition or that of a parent, spouse, or child will be paid for time lost from work first from accrued sick leave balances and then from accrued annual leave balances and similar balances. An employee who takes leave for any other reason will be paid for time lost from work from his/her annual leave balance. Leave taken under this policy counts towards the employee's 12 weeks of leave regardless of whether all or part of the employee's leave is paid.

FMLA time will run concurrently with the employee's accrued sick and/or annual leave, as well as any advanced sick leave or any leave pool time paid to the employee during the FMLA leave.

#### **Effect of Leave on Accrual of Fringe Benefits**

Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums on the same date that such portion of premiums would be deducted from the employees' wages.

Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.

### **Employee Responsibility**

Employees who request leave under this policy must give 30 days advance notice or such lesser amount of notice as is possible in the particular circumstances.

Employees may not engage in other employment while on leave of absence.

### **Modified Light Duty**

Employees who accept a modified light duty assignment because of a condition which qualifies them for FMLA leave have a right to restoration to their regular positions for only 12 weeks counting both FMLA leave and time spent on modified light duty.

### **Termination of Leave of Absence**

A leave of absence under this policy ends when the need for the leave of absence ends or when the maximum leave described above has been taken, whichever occurs sooner.

### **Reinstatement**

At or before the conclusion of the FMLA leave of absence (or 12-week combination of leave of absence and time spent on light duty), the employee is entitled to reinstatement to his/her former position or to a position equivalent to his/her former position. The employee must demonstrate that s/he is fit for duty and must give reasonable notice of intent to return to work. Key Employees as defined by the FMLA (salaried employee in highest paid 10% of all employees) may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

### **Extension of Leave Without Benefits**

Employees who have exhausted their FMLA leave under other circumstances, but who continue to require leave which would qualify for FMLA leave if such leave had not been exhausted, may apply for a Leave of Absence without Pay. Such extended leaves are granted only at the discretion of the County Administrator upon recommendation of the employee's Department Head.

### **Automatic Termination of Employment**

Employment automatically terminates if an employee does not return to full active employment status at the conclusion of his/her leave of absence or extended leave of absence.

### **Special Situations**

When both spouses are employed by Richland County, their combined right to a leave of absence to care for a child or parent is 12 weeks in a 12-month period.



## Richland County Council Request for Action

**Subject:**

Negotiate Area Two Solid Waste Collection Contract Extension

**Notes:**

January 9, 2018 – The committee recommended Council approve staff's recommendation to proceed with negotiations.



**Administration & Finance Committee Meeting  
January 9, 2018  
Briefing Document**

**Agenda Item**

Negotiate the Extension of the Waste Industries Contract for Solid Waste Collection Curbside Service in Area 2.

**Background**

Richland County currently provides curbside collection service in eight service areas through four contracted haulers. The collection services provided include household trash, yard waste, bulk item collection, and recycling. Haulers are permitted to provide service to no more than two service areas at any one time. Waste Industries provides collection service to Areas 2 and 4.

The current contract for Service Area 2 with Waste Industries will expire on December 31, 2017. Waste Industries has been doing a commendable job in servicing their collection areas. In these two service areas, their valid complaints per 100 households served over a recent nearly five-month period is 1.22 which is below the overall Countywide average of 1.40.

During the early part of 2017, the hauling company for two service areas was replaced. During the transition the County received numerous complaints from residents about the service as the haulers, who were unfamiliar with the areas, learned new routes and schedules.

The County is in the process of implementing the new Route Management System. Routing software has been developed for Waste Industries routes in Area 2 and Waste Industries' routes are being loaded into the equipment. The route management system equipment is scheduled to be installed on the trucks and the system should be fully implemented and operational during the early part of 2018. Extension of the contract will allow time for the Solid Waste & Recycling Division of the Department of Public Works to compare service prior to and after the implementation of the new route management system by the same hauler and evaluate the hauler's performance and the effectiveness of the new route management system.

The County's Procurement Code states, "A contract for residential solid waste collection may be renewed or renegotiated regardless of any terms therein if the County Council determines that renewal to promote continuity of service is in the best interest of the County".

Negotiations with the current hauler will allow the County to evaluate the hauler's past performance and make recommendations to improve service, to address the annual update to the actual Consumer Price Index (CPI) and the fuel surcharge, to include penalties for poor service, and the sharing of the operational costs of the Route Management System.

## Issues

The current contract for Service Area 2 with Waste Industries is set to expire on December 31, 2017. By extending the current contract with Waste Industries (a period of four-years is recommended), the County can avoid a disruption in service and a delay in implementation of the new route management system. The new system will allow the county to monitor hauler performance and improve service to Richland County residents.

## Fiscal Impact

Renegotiation of the contract will allow the County to modify the annual CPI price adjustment and fuel surcharge which should reduce overall costs.

## Past Legislative Actions

- On September 5, 2012, the County and Waste Industries entered into an agreement and contract for solid waste collection and transportation services in Area 2 of the County.
- On January 9, 2014, Richland County and Waste Industries amended the contract and agreement to collect waste in Service Area 2.

## Alternatives

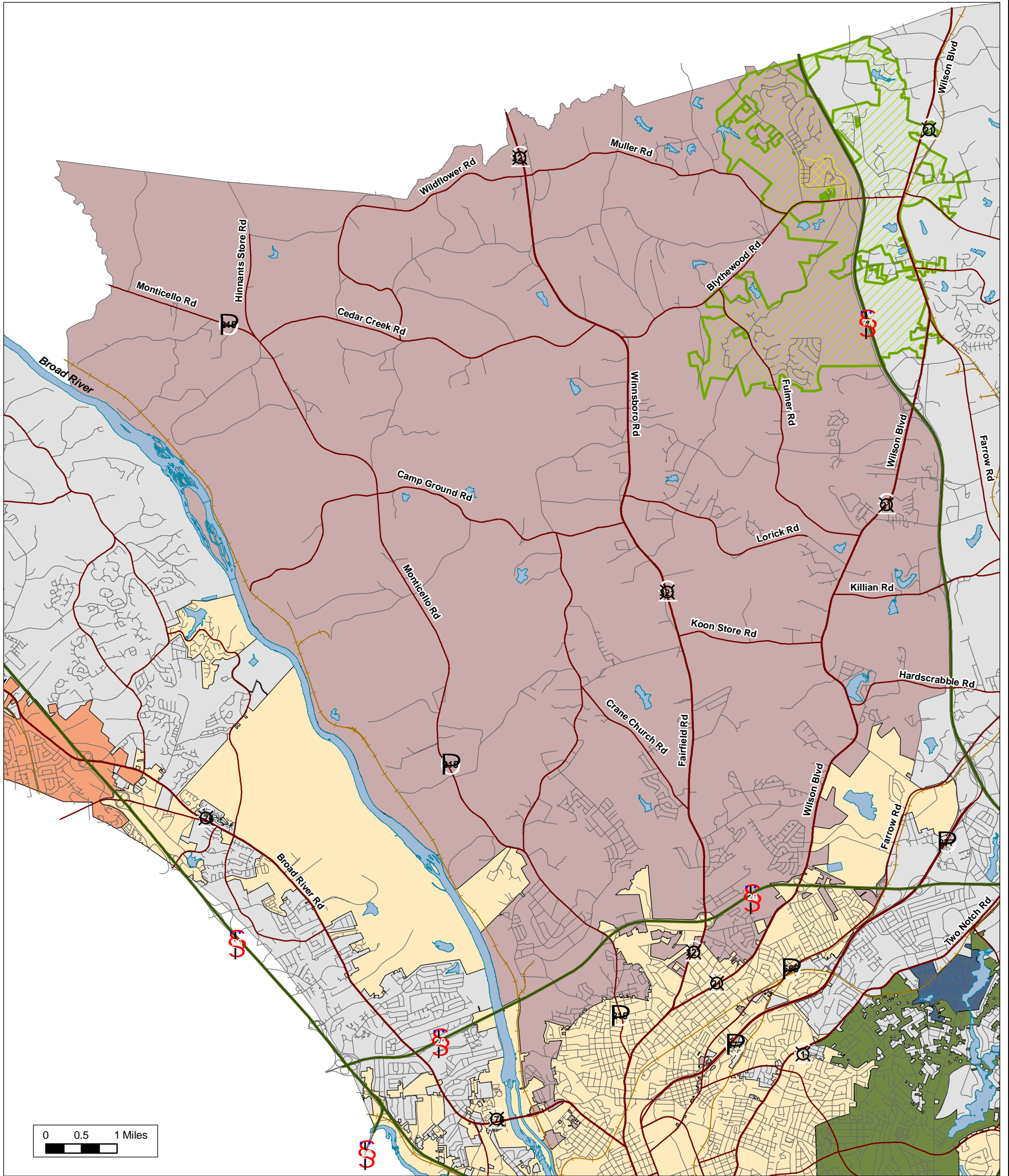
1. Direct staff to negotiate a contract extension with Waste Industries for Area 2, to include adjustments to the contract based on the actual CPI and fuel surcharges and hauler performance.
2. Direct staff to rebid the contract for Service Area 2.

## Staff Recommendation

Staff recommends that Council approve the request to move forward with negotiations with the current service provider for Service Area 2.






**Submitted By:** Public Works    **Date:** December 6, 2017

# RC SWR Area 2 Collection





## Legend

### Municipalities

-  Blythewood (RC Collection)
-  Columbia
-  Irmo
-  Arcadia Lakes
-  Forest Acres

### Solid Waste Collection Zones

-  Garbage: Monday  
Recycling: Friday\*  
Yard Waste: Thursday
-  \*Every Other Week  
Backyard Collection



**DISCLAIMER:** This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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Richland County Public Works  
400 Powell Rd.  
Columbia, SC 29203

## Richland County Council Request for Action

**Subject:**

Approval of Change Orders

**Notes:**

January 9, 2018 – The committee recommended Council approve Change Order #'s 4 & 5 in the amount of \$161,722 so that the Decker Center project may be closed out.



**Administration & Finance Committee Meeting  
January 9, 2018  
Briefing Document**

**Agenda Item**

Capital Projects- Decker Center Remodel change order #'s 4 and 5

**Background**

In February of 2015 a solicitation was issued for the remodeling of the Decker Center. The construction was awarded to HG Reynolds Co., Inc. in the amount of \$22,237,000.00 in May of 2015. Work has been completed and the County has use of the facility, however two change orders require approval before the final pay application can be submitted for payment.

**Issues**

Change Order #'s 4 and 5 were received in November of 2017. Due to the resignation of the Capital Projects Manager, due diligence of the change order requests were performed by alternative staff members. After reviewing the Change Orders, their supporting documentation, previous change order requests and pay applications, staff is recommending approval of both Change Order 4 and 5 by County Council.

**Fiscal Impact**

Change Order #4 in the amount of \$91,974.00 is for various line items related to project close out. These items include miscellaneous work such as landscape modifications, door hardware revisions, modification to the front curb area, and various other items that are detailed in the Change Order document.

Change Order # 5 in the amount of \$69,748.00 is for the radio enhancement system. Due to Sheriff's Deputies who rely on the use of radio communications, a radio enhancement system is required to ensure proper radio coverage throughout the building. The radio enhancement system cannot be configured until construction is near completion because roofing, walls, building materials, etc. effect the radio reception. Once the interior walls were constructed the level of reception could be determined and the resulting change order covers the cost of the system.

Funds for these change orders will come from the Capital Projects budget.

**Past Legislative Actions**

- On April 21<sup>st</sup>, 2015 County Council approved to move forward of the Decker Center Remodeling project to HG Reynolds Co. Inc. in an amount of \$22,237,000.00.
- During a Special Called meeting on February 9<sup>th</sup>, 2016 County Council approved Change Order #2 in the amount of \$800,227.00 to include asbestos removal, roof replacement due to deterioration, foundation repairs and drains, and other unforeseen conditions.
- During a Special Called meeting on September 13<sup>th</sup>, 2016 County Council approved Change Order #3 in the amount of \$313,613 to include a Moisture Barrier and other unforeseen conditions.

### **Alternatives**

1. Approve Change Order #'s 4 & 5 in the amount of \$161,722 so that the Decker Center project may be closed out.
2. Do not approve the Change Orders. This leaves outstanding pay applications for work that the contractor performed in good faith which would not be able to be paid.

### **Staff Recommendation**

Approve both change orders and close out the Decker Center project.





**CHANGE TO CONTRACT VALUE:**

Original Contract Price:	_____	<u>\$22,237,000.00</u>
Current Contract Price adjusted by previous change orders:	_____	<u>\$23,497,321.00</u>
The contract price will be		
increased by:		\$67,748.00
decreased by:		\$0.00
due to this change		
The new Contract Price (including this change order) will be:		\$23,567,069.00

**CHANGE TO CONTRACT TIME:**

The CONTRACT TIME will be unchanged by: \_\_\_\_\_ 0 Calendar Days

The new date for completion of all work will be:  
**unchanged**

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended By (Engineer): \_\_\_\_\_ Date: \_\_\_\_\_

Recommended By (COR for Richland Co.): \_\_\_\_\_ Date: \_\_\_\_\_

Accepted By (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_

Accepted By (Richland County): \_\_\_\_\_ Date: \_\_\_\_\_

# AIA Document G701/CMa

## Change Order- Construction Manager-Adviser Edition

PROJECT: Decker Center Remodel Richland County Government 2500 Decker Boulevard Columbia, SC 29206	CHANGE ORDER NUMBER: 005 INITIATION DATE: September 11, 2017	OWNER: _____ CONSTRUCTION MANAGER: _____ ARCHITECT: _____ CONTRACTOR: _____ FIELD: _____ OTHER: _____
TO CONTRACTOR: H. G. Reynolds, Inc. 113 Contract Drive Aiken, SC 29801 (803) 641-1402	PROJECT NUMBERS: / CONTRACT DATE: June 1, 2015 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

**APPROVED PCO'S (as attached)**

COP NO.	HGR PCO #	DESCRIPTION	APPROVED AMOUNT
92	158	Radio Enhancement System	\$69,748.00
<b>TOTAL CHANGE ORDER AMOUNT</b>			<b>\$69,748.00</b>

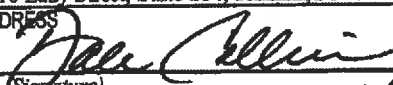
The original Contract Sum was:	\$ 22,237,000.00
Net change by previous authorized Change Orders:	\$ 1,260,321.00
The Contract Sum prior to this Change Order was:	\$ 23,497,321.00
The Contract Sum will be increased by this Change Order in the amount of:	\$ 69,748.00
The new Contract Sum including this Change Order will be:	\$ 23,567,069.00

The Contract Time will be increased by zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.


NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

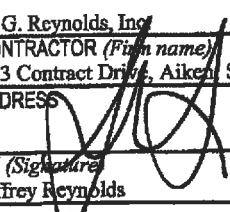
Brownstone Construction Group  
CONSTRUCTION MANAGER (Firm name)  
1310 Lady Street, Suite 204, Columbia, SC 29201  
ADDRESS

BY (Signature)   
Dale Collier  
(Typed name) DATE: 11/14/17

The Boudreaux Group, Architects  
ARCHITECT (Firm name)  
1519 Sumter Street, Columbia, SC 29201  
ADDRESS

BY (Signature)   
Chris Beard  
(Typed name) DATE: 11/14/17

H. G. Reynolds, Inc.  
CONTRACTOR (Firm name)  
113 Contract Drive, Aiken, SC 29801  
ADDRESS

BY (Signature)   
Jeffrey Reynolds  
(Typed name) DATE: 11/14/17

Richland County Government  
OWNER (Firm name)  
2020 Hampton Street, Columbia, SC 29204  
ADDRESS

BY (Signature) \_\_\_\_\_  
(Typed name) DATE: \_\_\_\_\_

**CHANGE ORDER**

**RICHLAND COUNTY GOVERNMENT  
2020 HAMPTON STREET  
COLUMBIA, SC 29204**

**Order No: FOUR**

**Contract No: CN150036**

**Project: Decker Center Remodel**

**Contractor: H.G. Reynolds Co., Inc.**

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

Item	Description	Add	Delete	Unit Price	Contract Increase	Contract Decrease
1	PCO 107	na	na	na	4,892.00	0.00
2	PCO 112	na	na	na	3,449.00	0.00
3	PCO 156B	na	na	na	3,556.00	0.00
4	PCO 168	na	na	na	5,680.00	0.00
5	PCO 153	na	na	na	4,791.00	0.00
6	PCO 94	na	na	na	13,949.00	0.00
7	PCO 170	na	na	na	6,082.00	0.00
8	PCO 49	na	na	na	4,225.00	0.00
9	PCO 98	na	na	na	2,016.00	0.00
10	PCO 138	na	na	na	1,440.00	0.00
11	PCO 37	na	na	na	2,209.00	0.00
12	PCO 169	na	na	na	2,310.00	0.00
13	PCO 173	na	na	na	2,284.00	0.00
14	PCO 175	na	na	na	3,376.00	0.00
15	PCO 143	na	na	na	8,841.00	0.00
16	PCO 176	na	na	na	729.00	0.00
17	PCO 149	na	na	na	8,171.00	0.00
18	PCO 33R3	na	na	na	2,102.00	0.00
19	PCO 68	na	na	na	7,500.00	0.00
20	PCO 95	na	na	na	2,108.00	0.00
21	PCO 122	na	na	na	708.00	0.00
22	PCO 124	na	na	na	1,556.00	0.00
<b>TOTALS</b>					\$0	\$0
<b>NET CONTRACT INCREASE / DECREASE</b>	0 Days					\$91,974.00





# AIA Document G701/CMa

## Change Order- Construction Manager-Adviser Edition

PROJECT:  
Decker Center Remodel  
Richland County Government  
2500 Decker Boulevard  
Columbia, SC 29206

CHANGE ORDER NUMBER: 004  
INITIATION DATE: September 11,  
2017

OWNER: \_\_\_\_\_  
CONSTRUCTION MANAGER: \_\_\_\_\_  
ARCHITECT: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
FIELD: \_\_\_\_\_  
OTHER: \_\_\_\_\_

TO CONTRACTOR:  
H. G. Reynolds, Inc.  
113 Contract Drive  
Aiken, SC 29801  
(803) 641-1402

PROJECT NUMBERS: /  
CONTRACT DATE: June 1, 2015  
CONTRACT FOR: General  
Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

**APPROVED PCO'S (as attached)**

COP NO.	HGR PCO #	DESCRIPTION	APPROVED AMOUNT
64	107	Add Misc. Steel at Canopies	\$4,892.00
80	112	Add Exterior Wall Support at Roof	\$3,449.00
100	156B	CCD 10 Items – Landscape Modifications	\$3,556.00
114	168	Revised Door Hardware at Judge’s Bench Doors	\$5,680.00
116	153	Various Drywall Revisions at Stairs, Windows and Columns	\$4,791.00
120	94	Modify Front Curb Elevations	\$13,949.00
122	170	Electrical Circuits for T-Stats at AV, Comm & Other Rooms	\$6,082.00
123	49	Structural Steel Modifications for Existing Conditions	\$4,225.00
124	98	Sprinkler Revisions for Ceiling Height Changes	\$2,016.00
128	138	Ceiling Repairs for AV Monitor Hanging per RFI 195	\$1,440.00
129	37	Footing & CMU Support for Stairs LP01	\$2,209.00
130	169	Modify Courtroom Door Hardware	\$2,310.00
132	173	Add Touch Pads at Personnel Gates	\$2,284.00
133	175	Additional Data at Clerk’s Area per County	\$3,376.00
134	143	AV Installation Cost Issues	\$8,841.00
135	176	Roof Penetration for WiFi Antenna	\$729.00
136	149	Door Hardware Revisions	\$8,171.00
25B	33R3	Relocate Fire Sprinkler due to WCPR 013	\$2,102.00
35	68	Re-Route Power Primary Run to Service Pole	\$7,500.00
137	95	Added Drywall at Area C per RFI 148	\$2,108.00
138	122	Add Keylocks at Wood Lockers	\$708.00
139	124	Added Spandrel Glass per ASI 13	\$1,556.00
<b>TOTAL CHANGE ORDER AMOUNT</b>			<b>\$91,974.00</b>

The original Contract Sum was:	\$ 22,237,000.00
Net change by previous authorized Change Orders:	\$ 1,168,347.00
The Contract Sum prior to this Change Order was:	\$ 23,405,347.00
The Contract Sum will be increased by this Change Order in the amount of:	\$ 91,974.00
The new Contract Sum including this Change Order will be:	\$ 23,497,321.00

The Contract Time will be increased by zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Brownstone Construction Group

CONSTRUCTION MANAGER (Firm name)

1310 Lady Street, Suite 204, Columbia, SC 29201

ADDRESS

*Dale Collier*

BY (Signature)

Dale Collier

*9/22/19*

(Typed name)

DATE:

H. G. Reynolds, Inc.

CONTRACTOR (Firm name)

113 Contract Drive, Aiken, SC 29801

ADDRESS

*[Signature]*  
*10/27/17*

BY (Signature)

Jeffrey Reynolds

*9/25/17*

(Typed name)

DATE:

The Boudreaux Group, Architects

ARCHITECT (Firm name)

1519 Sumter Street, Columbia, SC 29201

ADDRESS

*Chris Beard*

BY (Signature)

Chris Beard

*9/22/17*

(Typed name)

DATE:

Richland County Government

OWNER (Firm name)

2020 Hampton Street, Columbia, SC 29204

ADDRESS

BY (Signature)

(Typed name)

DATE

## 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 {Tentative}

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 {Tentative}

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 {Tentative}

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 (tentative)  
Third Reading: February 20, 2018 (tentative)

ORDINANCE NO. \_\_\_\_-18HR

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.

## Richland County Council Request for Action

**Subject:**

Transfer Deed for Hollywood Hills Sewer Lines to City of Columbia Utilities

**Notes:**

December 19, 2017 – The committee recommended to approve the deed transfer for the Hollywood Hills Sewer Project to the City of Columbia.



**Development & Services Committee Meeting  
December 19, 2017  
Committee Briefing Document**

**Agenda Item**

Request to Transfer Deed for Hollywood Hills Sewer Lines to City of Columbia Utilities

**Background**

Hollywood Hills is located in District 7, near the Crane Creek community off the Fairfield Road and I-20 exchange. Community Development Grant Funds (CDBG) were used to fund this project, including construction, tap fee connections and other associated soft costs. This public infrastructure project will benefit twenty-seven (27) households with necessary upgraded sewer service. Necessary easements, permits, and other essential requirements have been secured by the project engineer to begin the work on the project. The project is now 80% completed.

The County is ready to transfer the system over to the City of Columbia (Attachment A). Once approved and executed, the City will issue a letter to SC DHEC giving approval to release the Operation and Maintenance Letter. The procured contractor, CJ Jackson, can then proceed and complete sewer tie out and request the Permit to Operate, completing the system and making it operational.

At project onset, the County did not have public sewer lines to connect and subsequently Council approved an Intergovernmental Agreement (IGA) between the City of Columbia and Richland County. This IGA (Attachment B) memorialized the process, protects both parties, and provides a list of responsibilities during and after the project's completion for both entities.

**Issues**

As determined by the Community Development and Planning Department, there are no issues at this time.

**Fiscal Impact**

If approved by County Council, there is no financial impact to County General funds. The project is 100% federally funded with HUD CDBG funding. Sufficient CDBG funding is available for this project.

Ongoing City monthly billing will be paid by the owner for the new system.

**Past Legislative Actions**

This is a multi-phased project. County Council approved sufficient CDBG funding on July 1, 2014; July 28, 2015; and July 13, 2016. In addition, Council approval of an IGA between the County and the City took place on April 19, 2016.

**Alternatives**

1. Approve the deed transfer for the Hollywood Hills Sewer Project to the City.
2. Do not approve deed transfer for the Hollywood Hills Sewer Project to the City.
3. Do not approve the deed transfer and do not continue with the project. However a significant amount of federal funds have already been committed and expended.





**RICHLAND COUNTY  
GOVERNMENT**  
Office of the County Administrator

**Staff Recommendation**

It is recommended that Council approve the transfer deed.

**Submitted by:** Tracy Hegler, Community Development and Planning Director

**Date:** 11/21/17

STATE OF SOUTH CAROLINA)  
COUNTY OF RICHLAND )

DEED TO SANITARY SEWER LINES FOR HOLLYWOOD HILLS SEWER SYSTEM IMPROVEMENTS (WAKEFIELD ROAD, DAYTON STREET AND STANFORD STREET); RICHLAND COUNTY TMS#11807-08-21, 22, 39, 40 & 42 (PORTION); CF#188-09B

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 right, title and interest in and to the below described sanitary sewer lines:

All those certain sanitary sewer lines, the same being 8" in diameter including manholes, manhole castings, service lines to easement boundaries and cleanouts, 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 #188-09B, which is incorporated herein by specific reference thereto.

An 8" sanitary sewer line beginning at a tie to an existing 8" City sanitary sewer line (CF#31-104; Hollywood Hills) at an existing manhole, Station 0+00, located on Richland County TMS#11807-08-40, n/f Rice, approximately twenty-three (23) feet southwest of the northeastern property corner of said TMS#11807-08-40; thence extending therefrom in a southeasterly direction along said TMS#11807-08-40, for a distance of seven and five tenths (7.5) feet to MH, Station 0+07.50 (also referred to as Core Hole Existing MH), located on said TMS#11807-08-40, twenty-six and one tenth (26.1) feet southwest of the northeastern property corner of said TMS#11807-08-40; thence extending therefrom S00°38'37"E along said TMS#11807-08-40, for a distance of seventy and two tenths (70.2) feet to MH, Station 0+77.70, located in the outer perimeter of the northern right-of-way of Dayton Street cul-de-sac, approximately seven (7) feet south of the southeastern property corner of said TMS#11807-08-40; thence turning and extending therefrom S47°51'37"E along the outer perimeter of the northeastern right-of-way of Dayton Street cul-de-sac, for a distance of forty-eight and three tenths (48.3) feet to MH, Station 1+26.00 located in the outer perimeter of the southeastern right-of-way of Dayton Street cul-de-sac, approximately forty-eight (48) feet southwest of the southeastern property corner of said TMS#11807-08-40; thence terminating.

**ALSO**, an 8" sanitary sewer line beginning at an existing MH, Station 0+00 (also referred to as MH 0+77.70; Dayton St), located in the outer perimeter of the northern right-of-way of Dayton Street cul-de-sac, approximately seven (7) feet south of the southeastern property corner of Richland County TMS#11807-08-40, n/f Rice; thence extending therefrom in a southwesterly direction along Richland County TMS#11807-08-22, n/f Jones and Richland County TMS#11807-08-39, n/f PM4Life Group, LLC and crossing a portion of Wakefield Road (S-40-1828) right-of-way, for a distance of two hundred ninety-one and ninety-six hundredths (291.96) feet to MH, Station 2+91.96, located in Wakefield Road right-of-way, twenty-five and two tenths (25.2) feet southwest of the northwestern property corner of said TMS#11807-08-39; thence turning and extending therefrom S19°08'51"W along Wakefield Road and generally parallel to said TMS#11807-08-39, for a distance of one hundred fifteen (115) feet to MH, Station 4+06.96, located in Wakefield Road right-of-way, approximately fifty-seven (57) feet southwest of the southwestern property corner of said TMS#11807-08-39; thence extending therefrom S35°41'38"W along Wakefield Road

APPROVED AS TO FORM

Legal Department City of Columbia, SC

right-of-way and generally parallel to Richland County TMS#11807-08-37, n/f Coleman and TMS#11807-08-36, n/f Tucker, for a distance of two hundred eighty-four (284) feet to MH, Station 6+90.96, located in Wakefield Road right-of-way approximately sixty (60) feet southwest of the southwestern property corner of said TMS#11807-08-36; thence turning and extending therefrom S27°24'34"W along Wakefield Road right-of-way, for a distance of one hundred eighty (180) feet to MH, Station 8+70.96, located in Wakefield Road right-of-way thirty and five tenths (30.5) feet northwest of the northwestern property corner of Richland County TMS#11807-08-33, n/f Dozier; thence turning and extending therefrom S19°18'57"W along Wakefield Road right-of-way and generally parallel to said TMS#11807-08-33, for a distance of one hundred fourteen (114) feet to MH, Station 9+84.96, located in Wakefield Road right-of-way, twenty-eight (28) feet southwest of the southwestern property corner of said Richland County TMS#11807-08-33; thence terminating.

**ALSO**, an 8" sanitary sewer line beginning at an existing MH, Station 0+93, located in the outer perimeter of the northwestern right-of-way of Stanford Street (S-40-2246), twenty-one and four tenths (21.4) feet southwest of the southeastern property corner of Richland County TMS#11807-08-15, n/f Stepping Stone Ministries, Inc.; thence extending therefrom S58°33'55"W along the outer perimeter of the northwestern right-of-way of Stanford Street, for a distance of two hundred (200) feet to MH, Station 2+93.00, located in the outer perimeter of the northwestern right-of-way of Stanford Street, approximately thirty-seven (37) feet southeast of the southwestern property corner of TMS#11807-08-17, n/f Greenhog LLC; thence turning and extending therefrom S29°16'24"W crossing Stanford Street, for a distance of thirty-seven (37) feet to MH, Station 3+30.00, located in Stanford Street right-of-way twenty-nine and five tenths (29.5) feet southeast of the southwestern property corner of said TMS#11807-08-17; thence turning and extending therefrom S69°43'26"W along Stanford Street right-of-way, for a distance of one hundred seventy-one (171) feet to MH, Station 5+01.00, located in Stanford Street right-of-way twenty-two and three tenths (22.3) feet northwest of the northeastern property corner of Richland County TMS#11807-08-12, n/f Grant; thence turning and extending therefrom S55°46'29"W along the outer perimeter of the southeastern right-of-way of Stanford Street and into Stanford Street right-of-way, for a distance of three hundred forty (340) feet to MH, Station 8+41.00, located in the outer perimeter of the southeastern right-of-way of Stanford Street, twenty-seven and six tenths (27.6) feet northwest of the northeastern property corner of Richland County TMS#11807-08-08, n/f Odom; thence extending therefrom S34°45'11"W along the outer perimeter of the southeastern right-of-way of Stanford Street, for a distance of ninety-six and fifty-four hundredths (96.54) feet to MH, Station 9+37.54, located in Stanford Street right-of-way, thirty-six and five tenths (36.5) feet southwest of the northeastern property corner of Richland County TMS#11807-07-07, n/f Brown; thence turning and extending therefrom S35°43'19"W along Stanford Street right-of-way, for a distance of eighty-two (82) feet to MH, Station 10+19.54, located in Stanford Street right-of-way, twenty-seven and three tenths (27.3) feet southwest of the northernmost property corner of Richland County TMS#11807-07-06, n/f Rivers; thence turning and extending therefrom S33°27'02"W along Stanford Street right-of-way, for a distance of ninety-eight (98) feet to MH, Station 11+17.54, located in Stanford Street right-of-way thirty-six and two tenths (36.2) feet northeast of the easternmost property corner of said TMS#11807-08-30, n/f Shuler; thence turning and extending therefrom S29°33'50"W along Stanford Street right-of-way, for a distance of one hundred eleven (111) feet to MH, Station 12+28.54, located in Stanford Street right-of-way thirty-one and five tenths (31.5) feet southeast of the southernmost property corner of said Richland County TMS#11807-08-30; thence turning and extending therefrom S53°25'56"W along Stanford Street right-of-way, for a distance of seventy-four (74) feet to MH, Station 13+02.54, located in Stanford Street right-of-way, thirty-nine and four tenths (39.4) feet northeast of the northeastern property corner of Richland County TMS#11807-07-04, n/f Scott; thence turning and extending therefrom in a southwesterly direction along Stanford Street right-of-way, for a distance of two hundred seventy-four (274) feet to MH, Station 15+76.54, located in Stanford Street right-of-way, twenty-six and seven tenths (26.7) feet northwest of the northeastern property corner of Richland County TMS#11807-07-01, n/f Solomon; 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 development of property served by said sanitary sewer 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 sanitary sewer lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of ingress, egress, construction, operation, repair, reconstruction and maintenance of said sanitary sewer 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 for access, ingress and egress over all private alleys, driveways, roadways, common areas and parking areas for operation, maintenance, reconstruction and repair of all sanitary sewer lines for this development.

This conveyance also includes all sanitary sewer line easements shown on a set of record drawings for Hollywood Hills Sewer System Improvements (Wakefield Road, Stanford Street & Dayton Street), in Richland County and near the City of Columbia, South Carolina, dated August 28, 2017, last revised October 30, 2017, prepared for Richland County by Hill Engineering, LLC, Daniel B. Hill, S.C.P.E. #6097, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #188-09B.

These sanitary sewer lines are more clearly delineated on a set of record drawings for Hollywood Hills Sewer System Improvements (Wakefield Road, Stanford Street & Dayton Street), in Richland County and near the City of Columbia, South Carolina, dated August 28, 2017, last revised October 30, 2017, prepared for Richland County by Hill Engineering LLC, Daniel B. Hill, S.C.P.E. #6097, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #188-09B.

**(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 said 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 Signature #1)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness Signature #2)

Name: \_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_  
(Print or Type Title)

STATE OF )

**ACKNOWLEDGEMENT**

COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ of \_\_\_\_\_  
(Name of Officer and Title) (City and State)

on behalf of the within-named Grantor.

\_\_\_\_\_  
(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 Sanitary Sewer Lines for Hollywood Hills Sewer System Improvements; Wakefield Road, Dayton Street & Stanford Street with Richland County, as Grantor and the City of Columbia, as Grantee, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
State Bar Number and License#: \_\_\_\_\_

MH 13+02.54  
 RIM = 314.99  
 8" INV IN = 307.84  
 8" INV OUT = 307.80  
 E 815777.4  
 N 1993462.7

NOTE:  
 WATER AND SEWER S  
 TO BE PER TEN STAT

N/F  
 WATEREE PLAZA LP  
 N/S CRAWFORD RD  
 R11807-07-27

N/F  
 MABLE SCOTT  
 120 STANFORD ST  
 R11807-07-04

MH 15+76  
 RIM = 317  
 8" INV OL  
 E 815731.  
 N 199319.

MH 13+71.54  
 RIM = 315.96  
 IN = 308.35  
 UT = 308.30  
 E 815757.6  
 N 1993396.6

N/F  
 ESTELLE COUNTS  
 119 STANFORD ST  
 R11807-08-31

N/F  
 HELEN D GARDNER  
 112 STANFORD ST  
 R11807-07-03

N/F  
 PATRICK GOODMAN  
 108 STANFORD ST  
 R11807-07-02

N/F  
 CARL L SOLOMON  
 100 STANFORD ST  
 R11807-07-01

N/F  
 WESLEY KENNEDY SR LIFE ESTATE  
 6700 WAKEFIELD RD  
 R11807-08-32

N/F  
 HENRY DOZIER  
 6710 WAKEFIELD RD  
 R11807-08-33

SCALE



LIMITS OF RESURFACING  
 (TYP.)

FAIRFIELD RD US 321

N/F  
 JOHNNY & TOMMIE PEAY  
 6718 WAKEFIELD RD  
 R11807-08-34

WAKEFIELD RD  
 S-40-1828  
 S19° 18' 57"W  
 114.00'

**BENCHMARK**  
 PINE ELEV = 278.28  
 MH 0+77.70 (DAYTON)  
 MH 0+00 (WAKEFIELD)  
 RIM = 273.14  
 8" INV IN = 265.86  
 8" INV IN = 265.86  
 8" INV OUT = 265.82  
 N 816500.4  
 E 1993786.4

N/F  
 WILLIE C. YOUNG  
 8 DAYTON ST  
 R11807-08-21

N/F  
 CHARLES D JENKINS  
 149 STANFORD ST  
 R11807-08-24

N/F  
 JOHN J MOORE SR  
 5 DAYTON ST  
 R11807-08-23

MH 1+26.00  
 RIM = 275.03  
 8" INV OUT = 268.49  
 E 816468.0  
 N 1993822.2

N/F  
 LEON H. & MICHAEL H. JONES\*\*  
 DAYTON ST  
 \*\* PO BOX 4732  
 COLA, SC 29240 \*\*  
 R11807-08-22

N/F  
 THE MOYE  
 COMPANY LLC  
 9 DAYTON ST  
 W. COLA 29169 \*\*  
 R11807-08-42

SEWER SERVICE CONNECTION

EXCLUSIVE 7.5'  
 CITY OF COLUMBIA  
 SEWER EASEMENT

N70° 49' 53"E  
 7.50'

S89° 04' 32"W  
 140.58'

N/F  
 SSES JOHNSON, QUINTESSA  
 A RICHARDSON, DANIELLE  
 HARDSON  
 HILLVALE DR  
 107-08-04

N/F  
 MINNIE R RICE  
 6806 WAKEFIELD RD  
 \*\* 209 GILES RD  
 GEORGETOWN, SC 29440 \*\*  
 R11807-08-40

N/F  
 PM4LIFEGROUP, LLC  
 6752 WAKEFIELD RD  
 \*\* 283 SHERINGHAM RD,  
 COLA, 29212 \*\*  
 R11807-08-39

0+07.50  
 = 266.22  
 = 259.89  
 = 259.80  
 816570.6  
 993785.6  
 SET "A"

MH 1+40.58  
 RIM = 274.41  
 8" INV IN = 267.16  
 8" INV OUT = 267.11  
 E 816498.1  
 N 1993645.8

EXCLUSIVE 15'  
 CITY OF COLUMBIA  
 SEWER EASEMENT

N/F  
 STANLEY RICHARDSON  
 104 HILLVALE DR  
 COLUMBIA, SC 29212 \*\*  
 R11807-08-03

N/F  
 RUDENE BURTON  
 6810 WAKEFIELD RD  
 R11807-08-41

NEW 8" SS  
 MH 2+91.96  
 RIM = 290.13  
 8" INV IN = 280.88  
 8" INV OUT = 280.83  
 E 816495.7  
 N 1993494.5

S89° 05' 16"W  
 151.38'

N/F  
 SC HOME HOLDINGS  
 153 HILLVALE DR  
 COLUMBIA, SC 29210 \*\*  
 R11807-08-02

N/F  
 THOMAS S ODOM  
 6814 WAKEFIELD RD  
 COLUMBIA, SC 29212 \*\*  
 R11807-08-01

N/F  
 LILLIE B PRICE  
 LIFE ESTATE  
 W/S WAKEFIELD RD  
 R11807-04-09

LIMITS OF RESURFACING (TYP.)



ATTACHMENT B

RESOLUTION NO.: R-2016-033

Authorizing the City Manager to execute an Intergovernmental Agreement between the City of Columbia and Richland County for the Hollywood Hills Sewer Project

BE IT RESOLVED by the Mayor and City Council this 19th day of April, 2016, that the City Manager is authorized to execute the attached Intergovernmental Agreement between the City of Columbia and Richland County, or on a form approved by the City Attorney, for the Hollywood Hills Sewer Project.


ORIGINAL  
STAMPED IN RED

Requested by:

Assistant City Manager Gentry

  
\_\_\_\_\_  
Mayor

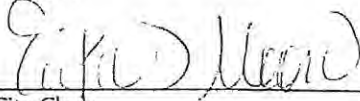
Approved by:

  
\_\_\_\_\_  
City Manager


Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 4/19/2016  
Final Reading: 4/19/2016

CERTIFIED  
TRUE COPY  
  
\_\_\_\_\_  
CITY CLERK 5/3/16

## Hollywood Hills Sewer Project

### Intergovernmental Agreement between Richland County and the City of Columbia

WHEREAS, Richland County is funding and securing an independent contractor for the construction and updating of the sanitary sewer lines and mains for the Hollywood Hills neighborhood near the intersection of Farrow Road and Wakefield Road; and

WHEREAS, Richland County is using Community Development Block Grant Funds (hereafter referred to as CDBG) for funding; and

WHEREAS, following construction and completion of the sanitary sewer lines and mains by the contractor, the City of Columbia will accept a deed of the sanitary sewer lines and mains for ownership, operation and maintenance into perpetuity.

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the attachments, and subject to the terms hereinafter stated, the parties hereto understand and agree as follow:

1. Richland County is responsible for funding and securing an independent contractor for the construction of the sanitary sewer lines and mains for the Hollywood Hills neighborhood near the intersection of Farrow Road and Wakefield Road, see Exhibit A (attached hereto).
2. Richland County agrees to provide CDBG Federal Funds to complete this project, subject to the terms and conditions of this Contract, applicable laws, regulations and all other Federal and County requirements.
3. Richland County will adhere to the City of Columbia's detailed plans outlined in a letter dated July 14, 2015, signed by Sparty Hammett on July 22, 2015, see Exhibit A.
4. Once construction has been completed and Richland County is satisfied with final inspections in accordance with Exhibit A Paragraph 7, Richland County will deed over the infrastructure to the City of Columbia for perpetual maintenance of the system. Richland County will have no further maintenance responsibilities related to this project.

- 5. All future responsibilities, including liability, will be accepted by the City of Columbia after the deed has been signed over by Richland County including, but not limited to, enforcing any warranties involving equipment or work during construction by the independent contractor as required by the City of Columbia plans and specifications.
- 6. This agreement constitutes the entire agreement between Richland County and the City of Columbia and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

Tony McDonald  
Richland County

5/11/16  
Date

Ashley Adams 11 May 2016  
Witness Date

Michelle Ogleby  
Witness Date

Lauren Hogan  
Richland County Attorney's Office  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

Teresa Wilson  
City of Columbia

4-29-2016  
Date

Ashley Adams 4/29/16  
Witness Date

Tony McDonald  
Witness Date

**APPROVED AS TO FORM**  
Lauren Hogan  
**Legal Department City of Columbia, SC**

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

January 9, 2018 – The committee recommended Council approve staff's recommendation to bring the process of undertaking the necessary steps to provide water service.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## Development & Services Committee Meeting

January 9, 2018

### Briefing Document

#### Agenda Item

Council Motion Dated Nov 07, 2017:

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] – This item was referred to the D&S Committee

And

Council Motion Dated Nov 14, 2017:

Richland County develop a water distribution system for the unincorporated area. Staff develop a Master plan and report to Council on the feasibility. [N. JACKSON] – This item was referred to the D&S Committee.

#### Background / Discussion:

Located in the area known as the Midlands in the State of South Carolina, Richland County encompasses a land area of 757.07 square miles and a population of 407,051 residents, as of July 1, 2015. Population growth projections indicate that the Midlands region will have a population of one million by 2035. As the population increases, so will demand for services including utility services.

In 1978 a voter referendum was held and approved for the County of Richland to provide water and sewer services to unincorporated areas of Richland County. Since that time sewer systems have been constructed in the Northwest part of the County served by the Broad River Sewer System and in the Southeast portion of the County the Lower Richland Sewer System serves the Eastover area in the Town and one industry. Over these years Richland County has been recognized as major regional sewer service provider inline with the jurisdictional boundaries and guidelines established by CMCOG 208 plan.

Building on the success story of, and in line with desire and directions of Richland County Council a Water Service Master Plan was developed by Burk hold Planning and Management December 2002. At its completion, study identified several projects / potential areas of service including the mechanism of funding etc. However none of those, could take off except Hopkins Community Water System which was completed to serve primarily town of Hopkins and schools in the area. While at this point it is difficult, to find the causes of inability to expand the water system implementing the study as desired by Richland County Council, it is recognized that principles identified in 2002 water Master plan, remain valid for the most part.

The City of Columbia has two water treatment plants, one on the Columbia Canal rated at 84 MGD and one on Lake Murray with an ultimate capacity of 100 MGD. Based on the data available to us, it became apparent that City of Columbia, has approximately 50% of above noted capacity unused, which remains available for future expansions and demands. It would be desirous for the City to deploy maximum available capacity by either expanding its service area or by other potential means of selling water serving their best interests. The City of Columbia currently charges all unincorporated county customer almost twice as much in the city limits (see rate table attached).

The review of 2002 study in conjunction with recent updates, reveals that Richland County is well positioned to establish a Water Distribution network in unincorporated areas as delineated on the map attached (see map1 attached), subject to the Will of the Council, Availability of funds and most importantly "Designation of Water Service Area". The absence of designation of Water/Sewer service area will enable other providers to creep in to the area shown in the map pushing the starting point way deep into less dense districts and making the initiation of the project more and more challenging. The newly established water system will not only provide cost effective services to its costumers but will also enable the Richland County to serve it's

constituents together with steering the direction of growth and development inline with the County Council's vision.

#### **Fiscal Impact**

Contingent upon Council action regarding this matter. However, any procurement related actions will proceed pursuant to the County's established procurement procedures.

#### **Past Legislative Actions**

None.

#### **Alternatives**

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed accordingly.

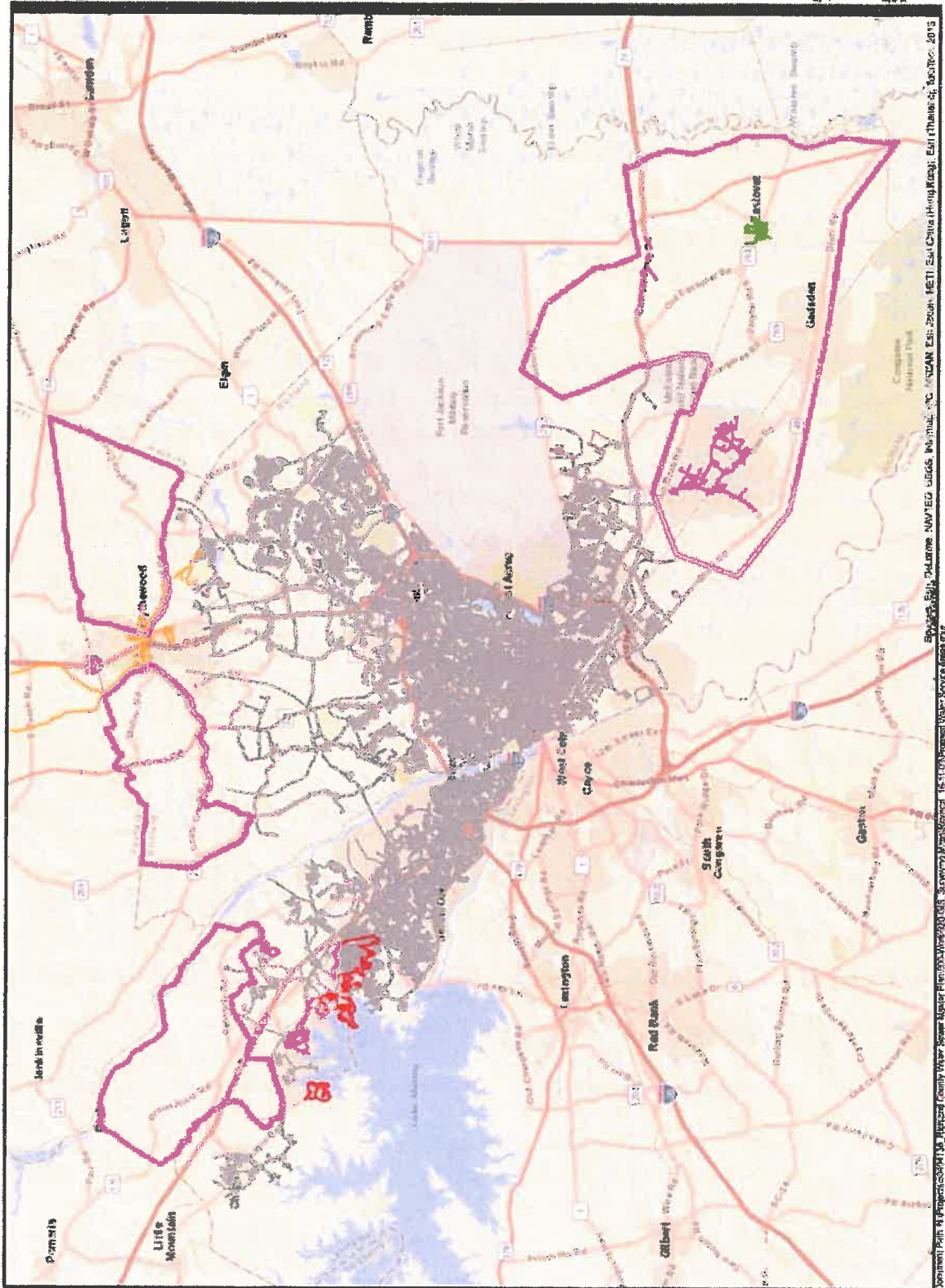
#### **Staff Recommendation:**

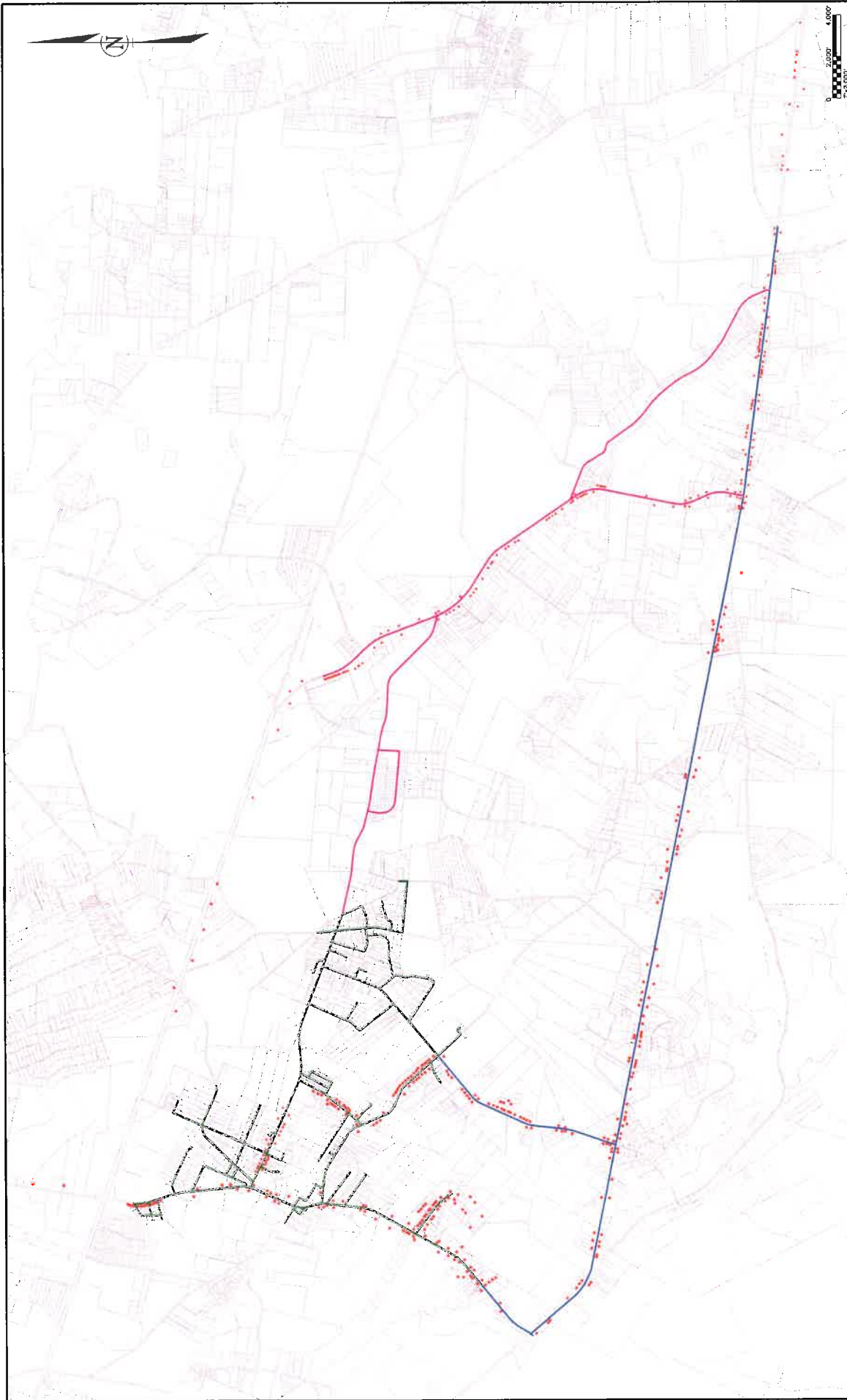
The following is the recommended path way, which will enable Richland County to supply water in Lower Area and other parts of unincorporated Richland County as needed:

- *Designation of area.* County Council designates all unincorporated areas of Richland County, as the RCU water/sewer service areas (per map1 attached) except the areas which currently have established Water and Sewer Service by other Utilities. County Council at its discretion, can negotiate and agree the terms of service with another service provider in the designate area, should that become necessary and unavoidable.
- *Feasibility Study:* Authorize Richland County to procure a feasibility study for Water Supply network (per map 2 attached) to be constructed in conjunction with Lower Richland Sewer Project

**Proposed by:** Vice-Chairman Malinowski & Councilman N. Jackson **Date:** November 7 & 14, 2017

# RCU Designated Water Service Area





<b>LEGEND</b> EXISTING RESIDENCE/BUSINESS EXISTING WATER MAIN PROPOSED PHASE 1 WATER MAIN PROPOSED PHASE 2 WATER MAIN	<b>COST ESTIMATE:</b> PHASE 1 WATER MAIN - \$10,834,000 PHASE 2 WATER MAIN - \$5,719,000 ADDITIONAL WATER MAIN ADDITIONAL WATER STORAGE - \$1,000,000		<b>SHEET TITLE</b> OVERALL MAP	DATE: 1/2/2018 SCALE: 1"=2000' JOB NO.: N/A SHEET: 1 OF 1
			<b>SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS</b> <b>PROPOSED LAYOUT MAP</b> <b>RICHLAND COUNTY UTILITIES</b>	

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July 1, 2017  
Residential

		In City Rate								Out of City Rate							
Water per 100		\$2.48		Sewer per 100		\$3.59		Water per 100		\$4.22		Sewer per 100		\$6.11			
						Summer Max on Sewer						Summer Max on Sewer					
						April - October						April - October					
		Base Fee		Base Fee		Base Fee		Base Fee		Base Fee		Base Fee		Base Fee			
				6.91 6.91		6.91 11.06						11.75 11.75		11.75 18.80			
CuFt	Gals	5/8"	1"	1.5"	2"	5/8"	1"	1.5"	2"	5/8"	1"	1.5"	2"	5/8"	1"	1.5"	2"
100	750	6.91	11.54	17.28	27.65	10.50	10.50	10.50	14.65	11.75	19.62	29.38	47.01	17.86	17.86	17.86	24.91
200	1500	6.91	11.54	17.28	27.65	14.09	14.09	14.09	18.24	11.75	19.62	29.38	47.01	23.97	23.97	23.97	31.02
300	2250	6.91	11.54	17.28	27.65	17.68	17.68	17.68	21.83	11.75	19.62	29.38	47.01	30.08	30.08	30.08	37.13
400	3000	9.39	14.02	19.76	30.13	21.27	21.27	21.27	25.42	15.97	23.84	33.60	51.23	36.19	36.19	36.19	43.24
500	3750	11.87	16.50	22.24	32.61	24.86	24.86	24.86	29.01	20.19	28.06	37.82	55.45	42.30	42.30	42.30	49.35
600	4500	14.35	18.98	24.72	35.09	28.45	28.45	28.45	32.60	24.41	32.28	42.04	59.67	48.41	48.41	48.41	55.46
700	5250	16.83	21.46	27.20	37.57	32.04	32.04	32.04	36.19	28.63	36.50	46.26	63.89	54.52	54.52	54.52	61.57
800	6000	19.31	23.94	29.68	40.05	35.63	35.63	35.63	39.78	32.85	40.72	50.48	68.11	60.63	60.63	60.63	67.68
900	6750	21.79	26.42	32.16	42.53	39.22	39.22	39.22	43.37	37.07	44.94	54.70	72.33	66.74	66.74	66.74	73.79
1000	7500	24.27	28.90	34.64	45.01	42.81	42.81	42.81	46.96	41.29	49.16	58.92	76.55	72.85	72.85	72.85	79.90
1100	8250	26.75	31.38	37.12	47.49	46.40	46.40	46.40	50.55	45.51	53.38	63.14	80.77	78.96	78.96	78.96	86.01
1200	9000	29.23	33.86	39.60	49.97	49.99	49.99	49.99	54.14	49.73	57.60	67.36	84.99	85.07	85.07	85.07	92.12
1300	9750	31.71	36.34	42.08	52.45	53.58	53.58	53.58	57.73	53.95	61.82	71.58	89.21	91.18	91.18	91.18	98.23
1400	10500	34.19	38.82	44.56	54.93	57.17	57.17	57.17	61.32	58.17	66.04	75.80	93.43	97.29	97.29	97.29	104.34
1500	11250	36.67	41.30	47.04	57.41	60.76	60.76	60.76	64.91	62.39	70.26	80.02	97.65	103.40	103.40	103.40	110.45
1600	12000	39.15	43.78	49.52	59.89	64.35	64.35	64.35	68.50	66.61	74.48	84.24	101.87	109.51	109.51	109.51	116.56
1700	12750	41.63	46.26	52.00	62.37	67.94	67.94	67.94	72.09	70.83	78.70	88.46	106.09	115.62	115.62	115.62	122.67
1800	13500	44.11	48.74	54.48	64.85	71.53	71.53	71.53	75.68	75.05	82.92	92.68	110.31	121.73	121.73	121.73	128.78
1900	14250	46.59	51.22	56.96	67.33	75.12	75.12	75.12	79.27	79.27	87.14	96.90	114.53	127.84	127.84	127.84	134.89
2000	15000	49.07	53.70	59.44	69.81	78.71	78.71	78.71	82.86	83.49	91.36	101.12	118.75	133.95	133.95	133.95	141.00
2100	15750	51.55	56.18	61.92	72.29	82.30	82.30	82.30	86.45	87.71	95.58	105.34	122.97	140.06	140.06	140.06	147.11
2200	16500	54.03	58.66	64.40	74.77	85.89	85.89	85.89	90.04	91.93	99.80	109.56	127.19	146.17	146.17	146.17	153.22
2300	17250	56.51	61.14	66.88	77.25	89.48	89.48	89.48	93.63	96.15	104.02	113.78	131.41	152.28	152.28	152.28	159.33
2400	18000	58.99	63.62	69.36	79.73	93.07	93.07	93.07	97.22	100.37	108.24	118.00	135.63	158.39	158.39	158.39	165.44
2500	18750	61.47	66.10	71.84	82.21	96.66	96.66	96.66	100.81	104.59	112.46	122.22	139.85	164.50	164.50	164.50	171.55
2600	19500	63.95	68.58	74.32	84.69	100.25	100.25	100.25	104.40	108.81	116.68	126.44	144.07	170.61	170.61	170.61	177.66
2700	20250	66.43	71.06	76.80	87.17	103.84	103.84	103.84	107.99	113.03	120.90	130.66	148.29	176.72	176.72	176.72	183.77
2800	21000	68.91	73.54	79.28	89.65	107.43	107.43	107.43	111.58	117.25	125.12	134.88	152.51	182.83	182.83	182.83	189.88
2900	21750	71.39	76.02	81.76	92.13	111.02	111.02	111.02	115.17	121.47	129.34	139.10	156.73	188.94	188.94	188.94	195.99
3000	22500	73.87	78.50	84.24	94.61	114.61	114.61	114.61	118.76	125.69	133.56	143.32	160.95	195.05	195.05	195.05	202.10
3100	23250	76.35	80.98	86.72	97.09	118.20	118.20	118.20	122.35	129.91	137.78	147.54	165.17	201.16	201.16	201.16	208.21
3200	24000	78.83	83.46	89.20	99.57	121.79	121.79	121.79	125.94	134.13	142.00	151.76	169.39	207.27	207.27	207.27	214.32
3300	24750	81.31	85.94	91.68	102.05	125.38	125.38	125.38	129.53	138.35	146.22	155.98	173.61	213.38	213.38	213.38	220.43
3400	25500	83.79	88.42	94.16	104.53	128.97	128.97	128.97	133.12	142.57	150.44	160.20	177.83	219.49	219.49	219.49	226.54
3500	26250	86.27	90.90	96.64	107.01	132.56	132.56	132.56	136.71	146.79	154.66	164.42	182.05	225.60	225.60	225.60	232.65
3600	27000	88.75	93.38	99.12	109.49	136.15	136.15	136.15	140.30	151.01	158.88	168.64	186.27	231.71	231.71	231.71	238.76
3700	27750	91.23	95.86	101.60	111.97	139.74	139.74	139.74	143.89	155.23	163.10	172.86	190.49	237.82	237.82	237.82	244.87
3800	28500	93.71	98.34	104.08	114.45	143.33	143.33	143.33	147.48	159.45	167.32	177.08	194.71	243.93	243.93	243.93	250.98
3900	29250	96.19	100.82	106.56	116.93	146.92	146.92	146.92	151.07	163.67	171.54	181.30	198.93	250.04	250.04	250.04	257.09
4000	30000	98.67	103.30	109.04	119.41	150.51	150.51	150.51	154.66	167.89	175.76	185.52	203.15	256.15	256.15	256.15	263.20
4100	30750	101.15	105.78	111.52	121.89	154.10	154.10	154.10	158.25	172.11	179.98	189.74	207.37	262.26	262.26	262.26	269.31
4200	31500	103.63	108.26	114.00	124.37	157.69	157.69	157.69	161.84	176.33	184.20	193.96	211.59	268.37	268.37	268.37	275.42
4300	32250	106.11	110.74	116.48	126.85	161.28	161.28	161.28	165.43	180.55	188.42	198.18	215.81	274.48	274.48	274.48	281.53
4400	33000	108.59	113.22	118.96	129.33	164.87	164.87	164.87	169.02	184.77	192.64	202.40	220.03	280.59	280.59	280.59	287.64
4500	33750	111.07	115.70	121.44	131.81	168.46	168.46	168.46	172.61	188.99	196.86	206.62	224.25	286.70	286.70	286.70	293.75
4600	34500	113.55	118.18	123.92	134.29	172.05	172.05	172.05	176.20	193.21	201.08	210.84	228.47	292.81	292.81	292.81	299.86
4700	35250	116.03	120.66	126.40	136.77	175.64	175.64	175.64	179.79	197.43	205.30	215.06	232.69	298.92	298.92	298.92	305.97
4800	36000	118.51	123.14	128.88	139.25	179.23	179.23	179.23	183.38	201.65	209.52	219.28	236.91	305.03	305.03	305.03	312.08
4900	36750	120.99	125.62	131.36	141.73	182.82	182.82	182.82	186.97	205.87	213.74	223.50	241.13	311.14	311.14	311.14	318.19
5000	37500	123.47	128.10	133.84	144.21	186.41	186.41	186.41	190.56	210.09	217.96	227.72	245.35	317.25	317.25	317.25	324.30
5100	38250	125.95	130.58	136.32	146.69	190.00	190.00	190.00	194.15	214.31	222.18	231.94	249.57	323.36	323.36	323.36	330.41
5200	39000	128.43	133.06	138.80	149.17	193.59	193.59	193.59	197.74	218.53	226.40	236.16	253.79	329.47	329.47	329.47	336.52
5300	39750	130.91	135.54	141.28	151.65	197.18	197.18	197.18	201.33	222.75	230.62	240.38	258.01	335.58	335.58	335.58	342.63
5400	40500	133.39	138.02	143.76	154.13	200.77	200.77	200.77	204.92	226.97	234.84	244.60	262.23	341.69	341.69	341.69	348.74
5500	41250	135.87	140.50	146.24	156.61	204.36	204.36	204.36	208.51	231.19	239.06	248.82	266.45	347.80	347.80	347.80	354.85
5600	42000	138.35	142.98	148.72	159.09	207.95	207.95	207.95	212.10	235.41	243.28	253.04	270.67	353.91	353.91	353.91	360.96
5700	42750	140.83	145.46	151.20	161.57	211.54	211.54	211.54	215.69	239.63	247.50	257.26	274.89	360.02	360.02	360.02	367.07
5800	43500	143.31	147.94	153.68	164.05	215.13	215.13	215.13	219.28	243.85	251.72	261.48	279.11	366.13	366.13	366.13	373.18
5900	44250	145.79	150.42	156.16	166.53	218.72	218.72	218.72	222.87	248.07	255.94	265.70	283.33	372.24	372.24	372.24	379.29
6000	45000	148.27	152.90	158.64	169.01	222.31	222.31	222.31	226.46	252.29	260.16	269.92	287.55	378.35	378.35	378.35	385.40

## Richland County Council Request for Action

**Subject:**

Richland School District 2 (RSD2) FY 17-18 Budget request to County Council: Amend Official Records and FY 2018 Budget Proviso

**Notes:**

December 19, 2017 – The committee recommended to adopt the conformed June 8, 2017 minutes and approve the budget proviso.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## Administration & Finance Committee Meeting December 19, 2017 Briefing Document

### Agenda Item

Richland School District 2 (RSD2) FY 17-18 Budget request to County Council: Conform Official Records and FY 2018 RSD2 Budget

### Background

As part of County Council's Biennium Budget I deliberations and according to the June 8, 2017, Special Called Meeting's video, Councilman "Chip" Jackson moved "to increase the original budget request [for Richland School District 2] from the number that's on your sheet to the new dollar amount, which will be \$148,354,353." Council then engaged in discussion and, prior to voting, Councilman Jim Manning requested clarification from Councilman C. Jackson because "the letter that was sent to us by the school district, I believe, the number in that letter was a little higher than the number that he [(Councilman "Chip" Jackson)] just asked for." Councilman C. Jackson then restated his motion, which included the amount in the RCSD2's letter. The school district's letter dated June 7, 2017, is included as Attachment 1.

County Council has not adopted the June 8, 2017, minutes.

Administration and finance staff met with RCSD2 finance personnel on December 5, 2017. County staff discussed a solution with RCSD2 staff for County Council to approve a budget proviso by which the School District's budget will be increased by the difference of \$427,203.

### Issues

RSD2's Chief Financial Officer Dr. Harry W. Miley, Jr. brought to Councilmen C. Jackson's and Manning's attention that "The budget document that the County has published has the District's budget = \$148,354,353. \$427,203 less than our request."

The June 8, 2017, video confirms that Councilman C. Jackson's intent was to request and approve \$148,781,556, which was the amount in the letter and not the amount originally indicated and was recorded in the June 8, 2017, minutes (see Attachment 2).

Councilmen C. Jackson and Manning were also informed that Council minutes serve as the official County record of the 3<sup>rd</sup> reading of the budget document. The budget ordinance in the published minutes reflects \$148,354,353 as the amount that Council approved. In addition, the County Administrator's Office informed Deputy Clerk to Council of this situation and referred the matter to her for consultation with the County Attorney's Office for action to conform the minutes to Council's intent.

By the time this issue was brought the County's attention, the Auditor's Office had already mailed the tax bills levying the amounts according to the budget ordinance.

### Fiscal Impact

RSD2 requested that the budget document be conformed to the amount included in its June 7, 2017, letter. This will reflect an increase of \$427,203 to the District's amount included in the budget ordinance.

## Past Legislative Actions

FY 2018 Budget Ordinance #031-17-HR (see Attachment 3).

## Alternatives/Solutions

Amend the published June 8, 2017, minutes to conform to Council's intent and adopt the minutes:

Upon consultation with the County Attorney's Office, the Deputy Clerk to Council conformed the minutes as follows:

*Mr. Manning stated the letter sent to Council by the school district had a slightly higher number than the amount Mr. C. Jackson requested in his motion.*

*Mr. C. Jackson clarified the requested amount is \$148,781,556, which is the amount in the letter from the school district.*

Added language to the minutes: "The language in italics was to correct a scrivener's error made during the drafting of the 3<sup>rd</sup> Reading Budget minutes. This correction does not change the intent of the maker of the motion."

Adopt the June 8, 2017, minutes.

### Funding solution:

The school district had \$1.7 million carry-forward (surplus) from FY 2017 which was used to budget for FY 2018. A budget proviso could be prepared which could state:

"If the School District 2 millage generates the amount requested in the District's June 7, 2017, letter (which is \$148,781,556), its budget shall automatically be adjusted upward by \$427,203."

The Budget proviso has been used as tool for the school district in the past and thus a historical precedent is available for such a strategic alternative

## Staff Recommendation

1. Adopt of the conformed June 8, 2017, minutes; and
2. Approve the funding solution.

June 7, 2017

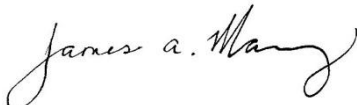
Richland County Council  
2020 Hampton Street  
Columbia, SC 29202

Dear Members of County Council:

The Richland School District Two Board of Trustees would like to amend our budget request submitted to the Council on May 3, 2017. Based on the Auditor's latest projections, the District is requesting the County Council approve a revised FY 17-18 General Fund budget request of \$148,781,556 from local funds. Like the May 3<sup>rd</sup>, request, this request reflects a 4.9 mill increase. The amended budget request is consistent with the County Auditor's June 5, 2017 projections. The 4.9 mill increase is below the mill cap of 7.9 mills established by Act 388.

We hope County Council and County Administration will give consideration to the amended budget request. If you have any questions or need additional information, please call our Chief Financial Officer, Harry W. Miley, Jr., Ph.D., at 738-3294.

Sincerely yours,



James Manning  
Chair

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_17-HR

**AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS, AND ADOPT A BUDGET FOR RICHLAND COUNTY, SOUTH CAROLINA FOR FISCAL YEARS BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018**

WHEREAS, 4-9-120 and 4-9-140 of the Laws of South Carolina require that a County Council shall adopt an annual budget, and shall act by Ordinance to adopt a budget and levy taxes.

NOW THEREFORE, be it ordained by County Council of Richland County in Council, duly assembled, and by the authority of the same:

SECTION 1: The following appropriations by activity, and the estimated revenue to support these appropriations, as well as other supporting documents contained in the recommended budget are hereby adopted, such supporting documents being made thereof and incorporated herein by reference:

Fund	Revenue	Transfer In	Fund Balance	Total Sources	Expenditures	Transfer Out	Total Uses
1100 General Fund Operating	\$161,447,634	\$3,022,404	\$1,639,931	\$166,109,969	\$159,261,916	\$6,848,053	\$166,109,969
<b>General Fund</b>	<b>\$161,447,634</b>	<b>\$3,022,404</b>	<b>\$1,639,931</b>	<b>\$166,109,969</b>	<b>\$159,261,916</b>	<b>\$6,848,053</b>	<b>\$166,109,969</b>
<b>Special Revenue</b>							
Victim's Rights	\$460,750	\$686,021	\$97,311	\$1,244,082	\$1,145,082	\$99,000	\$1,244,082
Tourism Development	\$1,344,000	\$0	\$0	\$1,344,000	\$1,319,000	\$25,000	\$1,344,000
Temporary Alcohol Permits	\$128,700	\$0	\$59,814	\$188,514	\$122,910	\$65,604	\$188,514
Emergency Telephone System	\$2,800,000	\$2,512,660	\$553,601	\$5,866,261	\$5,854,613	\$11,648	\$5,866,261
Fire Service	\$25,607,480	\$0	\$674,830	\$26,282,310	\$25,092,359	\$1,189,951	\$26,282,310
Stormwater Management	\$3,264,000	\$0	\$765,862	\$4,029,862	\$3,496,293	\$533,569	\$4,029,862
Conservation Commission Fund	\$781,644	\$218,988	\$0	\$1,000,632	\$982,305	\$18,327	\$1,000,632
Neighborhood Redevelopment Fund	\$781,644	\$0	\$0	\$781,644	\$746,669	\$34,975	\$781,644
Hospitality Tax	\$6,592,000	\$0	\$4,044,142	\$10,636,142	\$8,071,342	\$2,564,800	\$10,636,142
Accommodation Tax	\$700,000	\$0	\$230,000	\$930,000	\$930,000	\$0	\$930,000
Title IVD - Sheriff's Fund	\$70,000	\$0	\$0	\$70,000	\$64,176	\$5,824	\$70,000
Drug Court Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Road Maintenance Fee	\$6,313,000	\$0	\$0	\$6,313,000	\$5,957,725	\$355,275	\$6,313,000
Public Defender	\$1,567,650	\$2,000,448	\$0	\$3,568,098	\$3,568,098	\$0	\$3,568,098
Transportation Tax	\$63,175,500	\$0	\$219,000	\$63,394,500	\$63,175,500	\$219,000	\$63,394,500
School Resource Officers	\$5,486,095	\$0	\$0	\$5,486,095	\$5,486,095	\$0	\$5,486,095
Economic Development	\$847,750	\$0	\$106,271	\$954,021	\$954,021	\$0	\$954,021
<b>Special Revenue Total</b>	<b>\$119,920,213</b>	<b>\$5,418,117</b>	<b>\$6,750,831</b>	<b>\$132,089,161</b>	<b>\$126,966,188</b>	<b>\$5,122,973</b>	<b>\$132,089,161</b>
<b>Debt Service</b>							
General Debt Service	\$23,290,102	\$0	\$0	\$23,290,102	\$23,290,102	\$0	\$23,290,102
Hospitality Refund 2013A B/S	\$0	\$1,483,750	\$0	\$1,483,750	\$1,483,750	\$0	\$1,483,750
Broad River Sewer 2011A	\$0	\$2,139,613	\$0	\$2,139,613	\$2,139,613	\$0	\$2,139,613
East Richland Public Svc Dist	\$1,438,560	\$0	\$0	\$1,438,560	\$1,438,560	\$0	\$1,438,560
Recreation Commission Debt Svc	\$3,306,500	\$0	\$0	\$3,306,500	\$3,306,500	\$0	\$3,306,500
Riverbanks Zoo Debt Service	\$2,909,205	\$0	\$0	\$2,909,205	\$2,909,205	\$0	\$2,909,205
School District 1 Debt Service	\$42,913,405	\$0	\$0	\$42,913,405	\$42,913,405	\$0	\$42,913,405
School District 2 Debt Service	\$57,478,304	\$0	\$0	\$57,478,304	\$57,478,304	\$0	\$57,478,304
Midlands Technical Capital Debt Service	\$3,178,609	\$0	\$0	\$3,178,609	\$3,178,609	\$0	\$3,178,609
<b>Debt Service Total</b>	<b>\$134,514,685</b>	<b>\$3,623,363</b>	<b>\$0</b>	<b>\$138,138,048</b>	<b>\$138,138,048</b>	<b>\$0</b>	<b>\$138,138,048</b>
<b>Enterprise Funds</b>							
Solid Waste Enterprise Fund	\$34,876,997	\$0	\$0	\$34,876,997	\$34,601,416	\$275,581	\$34,876,997
Broad River Enterprise Fund	\$7,002,271	\$0	\$0	\$7,002,271	\$6,903,953	\$98,318	\$7,002,271
Lower Richland Sewer Fund	\$120,750	\$319,121	\$0	\$439,871	\$410,403	\$29,468	\$439,871
Lower Richland Water	\$183,750	\$249,680	\$0	\$433,430	\$403,962	\$29,468	\$433,430
Parking Enterprise Fund	\$110,000	\$0	\$0	\$110,000	\$110,000	\$0	\$110,000
Hamilton-Owens Airport Oper	\$265,000	\$322,580	\$0	\$587,580	\$587,580	\$0	\$587,580
<b>Enterprise Funds Total</b>	<b>\$42,558,768</b>	<b>\$891,381</b>	<b>\$0</b>	<b>\$43,450,149</b>	<b>\$43,017,314</b>	<b>\$432,835</b>	<b>\$43,450,149</b>
<b>Millage Agencies</b>							
Richland Cnty Recreation Comm	\$14,352,887	\$0	\$0	\$14,352,887	\$14,352,887	\$0	\$14,352,887
Columbia Area Mental Health	\$2,125,940	\$0	\$0	\$2,125,940	\$2,125,940	\$0	\$2,125,940
Public Library	\$26,698,677	\$0	\$0	\$26,698,677	\$26,698,677	\$0	\$26,698,677
Riverbanks Zoo	\$2,306,074	\$0	\$0	\$2,306,074	\$2,306,074	\$0	\$2,306,074
Midlands Technical College	\$5,861,027	\$0	\$0	\$5,861,027	\$5,861,027	\$0	\$5,861,027
School District One	\$214,153,871	\$0	\$0	\$214,153,871	\$214,153,871	\$0	\$214,153,871
School District Two	\$148,354,353	\$0	\$0	\$148,354,353	\$148,354,353	\$0	\$148,354,353
<b>Millage Agencies Total</b>	<b>\$413,852,829</b>	<b>\$0</b>	<b>\$0</b>	<b>\$413,852,829</b>	<b>\$413,852,829</b>	<b>\$0</b>	<b>\$413,852,829</b>
<b>Grand Total</b>	<b>\$872,294,129</b>	<b>\$12,955,265</b>	<b>\$8,390,762</b>	<b>\$893,640,156</b>	<b>\$881,236,295</b>	<b>\$12,403,861</b>	<b>\$893,640,156</b>

**SECTION 2.** Mileage rate paid to County employees shall be the same as the U.S. Federal reimbursement rate per mile for the fiscal period stated above.

**SECTION 3.** All fees previously approved by the County Council, either through budget ordinances or ordinances apart from the budget, will remain in effect unless and until the County Council votes to amend those fees.

**SECTION 4.** No County fees based on CPI shall be adjusted on the current year inflationary adjustment (CPI) due to the small incremental change.

**SECTION 5** At fiscal year-end, any funds encumbered for capital purchases shall reflect as a designation of fund balance in the Comprehensive Annual Financial Report and shall be brought forward in the subsequent fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance.

**SECTION 6.** Continuation grants and those with no personnel or match requests are considered approved as presented with budget adoption up to available budgeted match dollars. All other grants will require individual Council approval prior to award acceptance.

**SECTION 7.** Commensurate with budget authority, the County Administrator may approve purchases in the amount of one hundred thousand dollars (\$100,000) or less. Purchases in excess of one hundred thousand dollars (\$100,000) shall be reviewed and approved by the County Council prior to acceptance. The County Administrator is granted authority to transfer up to \$100,000 between all General Fund direct report budgets.

**SECTION 8.** All non-exclusive contracts exceeding \$100,000 and existing at the time of budget adoption shall be renewed for the subsequent fiscal year provided the following conditions exist: The services provided under the contract will continue to be required in the subsequent fiscal year; the contract was originally procured through the County's Procurement Division utilizing the competitive procurement method, where appropriate, and following all other procurement ordinances, regulations and guidelines; The contract is within a five-year period during which contracts may be renewed annually upon mutual agreement by both parties not to exceed five years; the performance of the contractor has been confirmed, in writing, by the user department and by the Manager of Procurement to be satisfactory; Budget dollars have been appropriated by the County Council to fund the contract for the subsequent fiscal year. All items included on the State contract greater than \$100,000 are considered as reviewed and approved therefore will not be required to go back to Council for additional approval.

**SECTION 9.** Designated fund balance allocated in prior years for the establishment of an emergency disaster fund, economic development fund and an insurance reserve fund shall remain as designated, but only to the extent of available fund balance as approved by the County Administrator.

**SECTION 10.** All One-percent funds collected through established Multi-County Industrial Park agreements or the funds from the completed sale of any county-owned property in a multi-county park shall be placed in the Richland County Economic Development Fund and be immediately appropriated for the purpose of continued Economic Development. This appropriation shall not require a supplemental budget ordinance.

**SECTION 11.** Funds awarded to the Sheriff's Department through forfeiture are included as part of this ordinance and Council designates, as the governing body, that the Sheriff shall maintain these funds in accordance with Federal, State and County guidelines. All forfeited funds will be audited along with the General Fund and posted at that time.

**SECTION 12.** The County will be self-funded against tort claim liability and shall no longer carry an excess liability insurance policy. Funding shall be established through the annual automatic re-budgeting of these County funded accounts. The amount to be carried forward shall not exceed the unspent portion of the current year appropriation and shall be used only for the original intended purpose as identified in the year of appropriation. This shall increase the original appropriated budget and shall not require a separate budget amendment.

**SECTION 13.** The Sheriff and Finance Director will assess the status of fees collected through the Special Duty Program prior to the end of fiscal year 2017. All excess funds collected for the administrative cost over cost incurred shall reflect as a designation of fund balance and shall be brought forward in the following fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the Special Duty Program and associated fees shall be evaluated each year during the budget process.

**SECTION 14.** The appropriation includes the approval of the Sheriff's Department School Resource Officer Program. Funding shall be contingent upon annual approval and appropriation by county Council. At the end of each fiscal year, the Finance Director and the Sheriff will assess the status of the billing and collections for each school district as of the end of the fiscal year. Any program shortfall of collections for the fiscal year by the School District shall result in additional collection procedures inclusive of charging shortfall to the Sheriff's Department fiscal budget. All excess funds collected beyond cost of the program shall be brought forward in the subsequent budget year as a budgeted use of fund balance and made available to the Sheriff's Department to be used toward the district-specific program cost. The automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the School Resource Officer program and associated fees shall be evaluated each fiscal year during the budget process.

**SECTION 15.** All funds collected by the Sheriff's Department as a cost reimbursement from employees shall be credited back to the sheriff's budget and allowed to utilize for other operational cost.

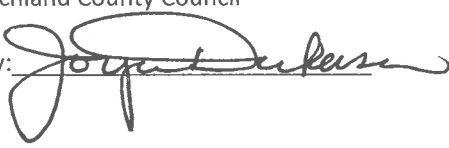
**SECTION 16.** Approve the increase of the daily inmate per diem for all jurisdictions at the Alvin S. Glen Detention Center from \$25/day to \$35/day beginning July 1, 2016, and increasing \$10 each July 1 thereafter until reaching at least 95% of the current daily cost per inmate. Once the rate has stabilized to reflect at least 95% of the actual daily costs, the per diem will automatically increase annually by the Consumer Price Index (CPI).

**SECTION 17. Conflicting Ordinances Repealed.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 18. 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 19. Effective Date.** This Ordinance shall become effective July 1, 2017.

Richland County Council

By: 

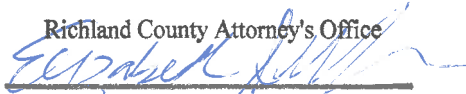
First Reading: April 27, 2017

Public Hearing: May 18, 2017

Second Reading: May 25, 2017 (Grants Only); May 30, 2017 (Non-Grants)

Third Reading: June 8, 2017

Richland County Attorney's Office



Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.



FOR  
Pearce  
Rose  
C. Jackson  
N. Jackson  
Malinowski  
Dickerson  
Livingston  
Kennedy  
Myers  
Manning  
McBride

AGAINST

The vote in favor was unanimous.

Mr. Manning moved, seconded Mr. Livingston, to approve the millage agencies up to the cap, as presented in Budget Memorandum 2017-4.

Mr. Rose inquired how this will affect what was passed on 2<sup>nd</sup> Reading.

Mr. Manning stated the Auditor's Office revised the value of the mill. As a result, the dollar amount for the cap went up the following agencies: Columbia Area Mental Health, Public Library, Riverbanks Zoo and Richland County Recreation Commission.

FOR  
Pearce  
Rose  
C. Jackson  
N. Jackson  
Malinowski  
Dickerson  
Livingston  
Kennedy  
Myers  
Manning  
McBride

AGAINST

The vote in favor was unanimous.

Mr. C. Jackson moved, seconded by Mr. Manning, to increase the funding for Richland School District #2 to \$148,354,353.

Mr. Malinowski stated Richland School District #2 was funded at 2<sup>nd</sup> Reading at the requested dollar amount. He further stated he realized a statement was made that they were a \$1 million short because the State did not provide all their funding, but the County is not here to make up for all the State funding that is denied to all the agencies. In addition, this school district has had an average of \$2.6 million per year added to their fund balance for the last 5 years for a total of approximately \$13 million.

Mr. C. Jackson stated it is a sad state when a millage agency is penalized for being prudent in managing their budget and because of circumstances beyond their control, the funds they were allowed to ask for they choose not to do that. They chose to come significantly less than that and now because they did not ask for the cap they now find themselves in a situation even asking for this increase of a \$1 million, which is still significantly below the cap they are entitled to request, to state that they somehow got what they asked for is an affront to people who

are trying to manage budgets they have been given and work within the funds they are allotted.

Mr. Pearce called for the question, seconded by Mr. Manning.

<u>FOR</u>	<u>AGAINST</u>
Pearce	
Rose	
C. Jackson	
N. Jackson	
Malinowski	
Dickerson	
Livingston	
Kennedy	
Myers	
Manning	
McBride	

The vote in favor of calling for the question was unanimous.

<u>FOR</u>	<u>AGAINST</u>
Pearce	Malinowski
Rose	
C. Jackson	
N. Jackson	
Dickerson	
Livingston	
Kennedy	
Myers	
Manning	
McBride	

The vote was in favor of the Richland School District #2 budget increase.

Mr. Manning moved, seconded by Ms. Kennedy, to approve Midlands Technical College to the cap in the amount of \$9,039,636.

<u>FOR</u>	<u>AGAINST</u>
Pearce	Rose
N. Jackson	C. Jackson
Dickerson	Malinowski
Kennedy	Myers
Manning	
McBride	

The vote was in favor of approving Midlands Technical College to the cap. Mr. Livingston abstained.

Mr. N. Jackson moved, seconded by Mr. C. Jackson, to approve Richland School District #1 at \$214,153,871.

## Richland County Council Request for Action

**Subject:**

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 [Malinowski and Myers]

**Notes:**

January 9, 2018 – The committee recommended Council approve the Administrator’s recommendation to begin charging a per diem of \$71.00 per detainee to the municipalities and bring the remaining issues back at a later date.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## **Administration & Finance Committee Meeting January 9, 2018 Briefing Document**

### **Agenda Item**

Medical costs of detainees at the Detention Center

### **Background**

During its November 7, 2017 Council meeting deliberations, Vice-Chairman Malinowski and Councilwoman Myers brought forth the following 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”

Currently, the County via an agreement, collects a per diem cost from municipalities to house detainees in the County’s detention center. The per diem cost to the County (currently \$71.00) is calculated in the following manner:

Total annual budget / 365 days / Average Daily Population (ADP)

As of July 1, 2017 the detention center is billing these municipalities at a per diem rate of \$45.00 with scheduled increases of \$10.00 each year until the rate reaches 95% of the incurred cost. After which, the rate will increase per CPI, annually. Thus, the County would not begin to reach the 95% of the actual cost until July 1, 2019 (charging \$65.00). Notices are sent out at the beginning of the fiscal year informing the municipalities of the scheduled increases.

For FY17, the in-house medical services contract in place for the detention center was in excess of \$4 million. This does not include the \$334,980 in medical services outsourced that the center is unable to provide in house. Such as specialist referrals, ER visits and inpatient care.

## Issues

1. The per diem cost to the County fluctuates depending on the two factors, the detention center's annual budget and the ADP. The variances may not be substantial.
2. Given that the per diem cost is calculated with the total annual budget amount, the contracted medical service cost is a budgeted line item. Thus, the medical cost is included in the per diem calculation. At the moment, the County is not charging municipalities according to actual per diem costs. If directed to charge the costs of medical services to the municipalities, staff would request time to update the manner in which medical service costs are currently tracked to proceed accordingly.

## Fiscal Impact

The fiscal impact is dependent upon the action taken by Council in regards to this matter.

## Past Legislative Actions

None.

## Alternatives

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed accordingly.

## Staff Recommendation

None as this is a matter brought forth by Councilmembers.

**Proposed By:** Vice-Chairman Malinowski & Councilwoman Myers      **Date:** November 7, 2017

## Richland County Council Request for Action

**Subject:**

Resolution to Distribute \$32,766.26 in Federal Forestry Funds

**Notes:**

January 9, 2018 – 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.



**Administration & Finance Committee Meeting  
January 9, 2018  
Briefing Document**

**Agenda Item**

Resolution to Distribute \$32,766.26 in Federal Forestry Funds.

**Background**

The Richland County Treasurer has received a check from the Office of the State Treasurer for Federal Forestry Funds. Council is requested to approve a Resolution distributing these funds and set a policy relative to the distribution of these funds so that future Federal Forestry funds received by the County will automatically be distributed as set forth in this request.

Federal Forestry Funds are generated based on a portion of the net proceeds generated by the sale of forest products extracted from McEntire Air Force Base and other military installations located within Richland County. The total amount of forestry funds available at this time for allocation by Council is \$32,766.26. Note: these funds are not received annually.

Pursuant to Title 10, §2665(e)(2) of the United States Code of Laws, “the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated.”

Since the SC Legislature has not enacted, to date, any law prescribing how these funds are to be allocated, the specific amounts to be allocated for the benefit of public schools and public roads of Richland County are at the discretion of Richland County Council.

The last time that Richland County Council allocated federal forestry funds, which totaled \$24,326.99, was in October 2017. The Resolution allocated 50% to Richland School District One, Richland School District Two, and Richland / Lexington School District Five, to be apportioned according to the respective student population of each school district. The remaining 50% was allocated to the General Fund of the County, to be used for the construction and/or improvements of public roads within the County.

Prior to 2017, in 2014, 2012 and 2011, Council allocated the funds in the same manner (50% public schools; 50% public roads).

If Council proceeds with the 50% allocation for the schools, the amounts per School District will be as follows:

School District	Number of Students	Allocation
Richland School District One	23,876*	\$6,427.90
Richland School District Two	27,721*	\$7,463.06
Richland / Lexington School District Five	9,257**	\$2,492.17

Sources: \*SC Annual School District Report Card Summary – 2017

\*\*Richland / Lexington School District Five – District 5 students who live in Richland County

A total of \$32,766.26 will be divided according to a ratio set forth by Council for the benefit of public schools and public roads. There are no costs to the County associated with this request.

The related Resolution and memo from the Richland County Treasurer regarding these funds are enclosed for your convenience.

### Issues

None.

### Fiscal Impact

Renegotiation of the contract will allow the County to modify the annual CPI price adjustment and fuel surcharge which should reduce overall costs.

### Past Legislative Actions

- 2011: Council allocated 50% of the funds (\$2,640.89) to the schools, and 50% of the funds (\$2,640.89) to public roads.
- 2012: Council allocated 50% of the funds (\$3,700) to the schools, and 50% of the funds (\$3,700) to public roads.
- 2014: Council allocated 50% of the funds (\$3,845.20) to the schools, and 50% of the funds (\$3,845.20) to public roads.
- 2017: Council allocated 50% of the funds (\$12,163.49) to the schools, and 50% (\$12,163.50) of the funds to public roads.

### Alternatives

1. 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.
2. Approve the Resolution allocating \$32,766.26 using a proportion other than 50/50 for distribution between public schools and roads.

### Staff Recommendation

It is recommended that Council approve either alternative. This is a policy decision of Council.

**Submitted By:** Finance Department via the Treasurer's Office

**Date:** 1/5/18





## Richland County Council Request for Action

**Subject:**

Statewide Court Case Management System: Software Support and Hosting Services  
Memorandum of Understanding for Counties Hosted by SCJD

**Notes:**

January 9, 2018 – The committee forwarded this to Council without a recommendation.

## Briefing Document

### Agenda Item

Statewide Court Case Management System: Software Support and Hosting Services Memorandum of Understanding for Counties Hosted by SCJD

### Background

In the years 2004 and 2005, per the directive of the South Carolina Judicial Department (SCJD), Richland County migrated from its prior Court Management System (CMS) to the CMS system launched by SCJD. Richland County was the third pilot county to go live with SCJD's CMS. Eventually all 46 counties migrated to SCJD's CMS. Of the state's 46 counties, the three largest counties chose to host their own CMS and not be hosted by SCJD. These three counties were Charleston, Greenville, and Richland. The other 43 counties became hosted in SCJD's private cloud.

SCJD released a new CMS module called E-Filing. There are about a dozen hosted counties that are already using E-Filing and eventually all hosted counties will go live with E-Filing. For the three non-hosted counties, only Greenville has gone live with the E-Filing module. As a non-hosted county, Richland County attempted to go live on Tuesday, November 14, 2017. Richland experienced immediate response time problems and the E-Filing module was quickly turned off. The technical team from SCJD worked with the technical team from Richland and response times were improved to be similar to Greenville response times (about 20 seconds). But the SCJD's hosted counties are getting response times between 2 and 4 seconds. There were concerns about getting complaints about Richland's response times from attorneys who are also using E-Filing from hosted counties.

The Richland County IT Department (RCIT) brought in a team of consultants to see if response times could be improved to be similar to hosted counties. The consultants suggested some best practice tweaks, but could not find anything with Richland's architecture that would cause long response times. The consultants came to the conclusion that the problem was the way SCJD's E-Filing software was developed. To even try to get response times close to hosted counties, it would cost Richland several hundred thousand dollars, with a large recurring annual cost. Even then, there would be no guarantee that response times would get under 4 seconds. For example, SCJD hosts Lexington County and its response times are less than 4 seconds.

The collaborative decision was for Richland County to become SCJD's 44<sup>th</sup> county to be hosted. This would solve the response time problem with E-Filing at the least cost. The projected go-live date as a hosted county would be the first week in January 2018.

### Issues

Prior to the new E-Filing module, CMS hosted by Richland County was running well with excellent response times. The new SCJD's E-Filing changed the situation. The issue was how Richland County could provide attorneys with SCJD's new E-Filing module with similar response times as hosted counties at the least cost.

### Fiscal Impact

Richland County already pays SCJD \$50,000 per year for the CMS software licensing. Starting July 2019, an additional hosting cost of \$75,000 would be charged to Richland County. SCJD decided to delay the hosting cost until July 2019 when SCJD learned the county was on a two year budget cycle. Richland will essentially get a little more than one year free of hosting charges. The \$50,000 annual software licensing will continue unaffected.

### Past Legislative Actions

None

### Alternatives/Solutions

1. Become SCJD's 44<sup>th</sup> hosted county at an additional annual cost of \$75,000. The additional cost would become effective July 2019.

2. Continue to internally host CMS and agree to live with E-Filing response times in the 20 second range.
3. Continue to internally host CMS and spend several hundred thousand dollars in an attempt to reduce response times under 4 seconds, although there would not be any guarantees.

### **Staff Recommendation**

The recommendation is option #1. Richland County would become SCJD's 44<sup>th</sup> hosted county at an additional annual cost of \$75,000. The additional cost would become effective July 2019.

**SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)**

**Statewide  
Court Case Management System  
(CMS)**

**Software Support and Hosting Services  
Memorandum of Understanding  
for Counties Hosted by SCJD**

**RICHLAND COUNTY**

**December 6, 2017**

This document identifies the responsibilities of Richland County and the South Carolina Judicial Department for ongoing support and hosting services for the Statewide Court Case Management System (CMS).

## INTRODUCTION

The South Carolina Judicial Department (SCJD) is hosting the statewide Court Case Management System for the counties of South Carolina in accordance with this document. Each county decides whether or not to have SCJD host, operate, and support this application for them on an individual basis. If a county decides to have SCJD host them, then this document serves as the description of the responsibilities of both the county and SCJD.

The statewide Court Case Management System (CMS) is a suite of applications that are developed, maintained, trained and supported by the South Carolina Judicial Department (SCJD) to serve the operational needs of the Summary and Circuit Courts of South Carolina. CMS consists of the statewide Court Case Management System, a Jury Management System, E-Filing, data interfaces and related web applications. SCJD has an in-house Court CMS application and support staff that work full-time on the Court CMS.

This document identifies the responsibilities for ongoing support and hosting services for the Court CMS by SCJD for the counties. Specifically, this document identifies the following:

- I. Period of Memorandum of Understanding (MOU)
- II. County Responsibilities
- III. SCJD Responsibilities
- IV. Ownership of Data
- V. Support Procedures
- VI. Performance Measures
- VII. Costs to the County
- VIII. Signatures

# SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

## **Memorandum of Understanding (MOU)**

This Memorandum of Understanding, is entered into this 6TH day of DECEMBER, 2017, by and between **RICHLAND COUNTY**, hereinafter referred to as the **COUNTY**,

**AND**

**SOUTH CAROLINA JUDICIAL DEPARTMENT** hereinafter referred to as the **SCJD**.

SCJD is providing the County with the statewide Court Case Management System, hereinafter referred to as *Court CMS*.

### **I. PERIOD OF MEMORANDUM OF UNDERSTANDING (MOU)**

This MOU shall be in effect during the time the County utilizes the Court CMS hosting by SCJD.

### **II. COUNTY RESPONSIBILITIES**

- A. The County must keep all court computers, scanners, and printers in good working condition.
- B. The County must keep all computers up-to-date with critical security (including virus and spyware) and operating system patches and updates.
- C. The County must keep all court computers up-to-date with the minimum hardware, operating system, and Microsoft Office versions as identified as minimum system requirements for the court as documented in the *SCJD Hardware, Software, and Networking Guidelines*.
- D. The County must maintain reliable county email such that all court users in the County have a valid and working email address.
- E. The County must maintain a reliable, high-speed internet connection of adequate bandwidth as mutually agreed to by the County and SCJD.
- F. The County must maintain local area network wiring and/or wireless connections within the judicial facilities in good working condition for use and access by the court users.
- G. The County must provide written notice of staff changes to SCJD within five (5) working days so credentials can be created, updated, or scheduled for deletion as appropriate. In cases of emergency departure of staff, the county should provide written notice to SCJD within 24 hours of the change.
- H. The County must follow the procedures identified in the Support Procedures section of this document when requesting support from SCJD.

# **SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)**

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- I. The County is responsible for enforcing an Acceptable Use Policy (AUP) for all county CMS users.
- J. The County shall support and assist SCJD in identifying and clarifying problems encountered by the County and shall make available source documents or data files as may be necessary to isolate or replicate a problem condition.
- K. The County shall continue to provide Tier I and Tier II support for the City of Columbia Court CMS.

## **III. SCJD RESPONSIBILITIES**

- A. For the hosting of the Court CMS, SCJD will follow industry best practices and standards for the operation and support of this system. SCJD will employ the same rigor and standards to the hosting of the Court CMS for the counties as it does for its own internal systems for the Supreme Court, Court of Appeals, Office of the Chief Justice, and Court Administration. For the hosting of the Court CMS, SCJD has the following responsibilities pertaining to the production environment:
  - 1. SCJD will maintain the Court CMS operational on dedicated servers within the SCJD data center.
  - 2. SCJD will utilize a Citrix hosting platform that enables the users to access the Court CMS through an Internet Explorer browser.
  - 3. SCJD will keep the Court CMS production servers current with all security and operating system patches.
  - 4. SCJD will keep the licensing of the required commercial-off-the-shelf (COTS) software current (i.e., SQL Server, Citrix, Microsoft operating systems, etc.) on the Court CMS production servers.
  - 5. SCJD will keep the hardware components of the Court CMS production servers operational and in good working condition.
  - 6. SCJD will configure the Court CMS production environment such that each hosted county has its data maintained separately from other hosted county's data. Note that the County maintains ownership of its own data. If the County chooses to use the imaging functionality of the Court CMS, the County will be allocated a minimum of 500 GB of online disk space for the storage of court images. The use of disk storage will be actively monitored and managed to maintain acceptable response and performance times. If the County uses significantly more than 500 GB for the storage of images, SCJD reserves the right to review with the County additional and/or supplementary options with performance and costs being the primary factors of consideration.
  - 7. SCJD will operate the current release of the Court CMS in the hosted production environment. New releases of the Court CMS software will be issued to counties upon successful completion of production testing by the



## SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

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SCJD QA. SCJD will install, configure, and put into the hosted production environment, new releases, patches, upgrades, and versions to the Court CMS after it has been issued to the counties for production and it has been tested and validated for production by the CMS support team on behalf of the hosted counties.

8. SCJD will perform data and system backups in accordance with the SCJD System and Data Backup Schedule:
  - a) Incremental system and data backups are conducted nightly.
  - b) Complete system and data backups are conducted weekly.
  - c) Backup media are stored and maintained in accordance with the SCJD System and Data Backup Schedule.
9. SCJD will follow the procedures as defined in the SCJD Disaster Recovery Plan (in process) in the event that data needs to be restored.
10. SCJD will provide Court CMS production environment security in accordance with the SCJD Technology Security Policy (in process).
11. SCJD will provide system administration to the Court CMS production data tables by SCJD authorized system administrators only.
12. SCJD will perform general system maintenance after normal business hours. Counties will be provided with at least one (1) week of notice of general system maintenance.
13. SCJD will perform emergency system maintenance when issues are severely impacting system integrity and/or performance. In these situations, SCJD will address the issues in the production environment utilizing every available means to rectify the problem. In some severe cases, the production environment servers may be shut down immediately. When emergency system maintenance is needed and/or taking place, notification will be sent to the county Court CMS users with an estimated time when service will resume. Note that SCJD reserves the right to restrict or stop all system operations in the event of any major system issues that may cause loss of operational integrity, unauthorized data movement or loss and/or potential corruption across the system.

# **SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)**

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- B. SCJD has the following responsibilities for the software support, maintenance, and enhancements of the Court CMS.
1. Application software support services for the current version of the Court CMS and one (1) version back from the current version of the Court CMS.
  2. Application software support services through the SCJD Call Center for the Court CMS during normal working hours of Monday through Friday, 8:30 am – 5:00 pm. Services include technical assistance in troubleshooting and resolving problems/questions associated with the Court CMS.
  3. Application software support services are available through the SCJD paging notification system after hours, during holidays, and weekends.
  4. Court CMS enhancements developed by the SCJD shall be made available to the County as an update to the current version.
  5. New releases of the Court CMS are made available periodically for the County, which include major and significant technical updates and functional improvements.
  6. Testing of new releases, patches, upgrades, and versions of the Court CMS on behalf of the County to validate its readiness for the production environment.
  7. Table configuration changes, e.g., the addition of officers or new users, will be performed by the authorized SCJD system administrator support person.
  8. Updates to the Court CMS which are required as a result of changes to the laws, regulations, legislation, administrative directives, or rules of the State of South Carolina or the uniform rules of South Carolina Courts.
  9. If system issues arise that require modifications of the application or non-development data that are not a result or caused by the operations of the SCJD production environment, the procedures defined for modifications to the Court CMS as documented in the *SCJD Court CMS Application Modification Procedures* will be followed.

## **IV. OWNERSHIP OF DATA**

Data collected is the property of the County and no use shall be made thereof without the written permission of the County.

Read-only access to county data outside of Court CMS will be provided to authorized county users for ad-hoc reporting through the Citrix hosting platform.

# SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

## **V. SUPPORT PROCEDURES**

The SCJD Call Center is the means of communication between the County and the SCJD regarding Court CMS issues.

A. During normal working hours of Monday through Friday, 8:30 am through 5:00 pm, SCJD will provide support through the SCJD Call Center utilizing the standard Court CMS support procedures:

1. The County will designate a person in each court agency, i.e., Clerk of Court's office and Magistrate Court's office, as the first level of support (Tier I support).
2. The County will designate 2 people to serve as the second level of support. (Tier II support)
3. End users will contact the designated Tier I person in their court agency when Court CMS questions or issues arise.
4. If the problem cannot be resolved by the Tier I support person, that person will contact one of the Tier II support staff.
5. If the problem cannot be resolved by the Tier II support person, that person will log a support ticket in the SCJD call tracking system. The call tracking system is monitored by the SCJD support team at the SCJD Call Center. The SCJD support team will communicate with the Tier II support person to answer the question or resolve the issue.
6. Requests for ad-hoc reports will be submitted to the Tier II support person. If the ad-hoc report request cannot be resolved by the Tier II support person, that person will log a support ticket in the SCJD call tracking system. The call tracking system is monitored by the SCJD support team at the SCJD Call Center. The SCJD support team will communicate with the Tier II support person to assist with the ad-hoc report request.
7. Requests for table configuration changes, e.g., the addition of officers or new users, will be submitted through the SCJD call tracking system.

B. After hours, during holidays, and weekends, end users may access the SCJD paging notification system by calling 803-734-1200 to request technical assistance for emergency issues.

## **VI. PERFORMANCE MEASURES**

Three primary performance measures will be monitored, reported, and reviewed by SCJD with each hosted county on a periodic basis.

# SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

- A. Court CMS system uptime of the hosting operations production servers will average 99% on an annual basis.
- B. SCJD will acknowledge support calls during normal business hours within 20 minutes. Note that SCJD will make best effort to readily resolve the issue; however, depending upon the magnitude, scope, difficulty of troubleshooting, and criticality of the issue, resolution may take longer than 20 minutes.
- C. SCJD will acknowledge emergency support calls during holidays, weekends, and after hours within 30 minutes. Note that SCJD will make best effort to readily resolve the issue; however, depending upon the magnitude, scope, difficulty of troubleshooting, and criticality of the issue, resolution may take longer than 30 minutes.

## VII. COSTS TO THE COUNTY

### A. Hosting Operations

The County will pay a hosting cost of **\$75,000.00** to SCJD on an annual basis beginning on **July 1, 2019**.

### B. Application Support

The County will continue to pay an application support cost of **\$50,000.00** to SCJD on an annual basis.

Effective Date	County Costs	Description of Costs
July 1, 2017	\$50,000.00	FY 2017-2017 CMS Application Support
	\$0	FY 2017-2017 CMS Application Hosting Costs (Waived)
July 1, 2018	\$50,000.00	FY 2018-2019 CMS Application Support
	\$0	FY 2018-2019 CMS Hosting Costs (Waived)
July 1, 2019	\$50,000.00	FY 2019-2020 Annual CMS Application Support
	\$75,000.00	FY 2019-2020 Annual CMS Hosting Costs

### C: Cost Adjustments:

Costs for Hosting Operations and Application support are subject to increase at a rate not to exceed the CPI index (annually adjusted) beginning in FY 2020-2021.


**SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)**

**VIII. SIGNATURES**

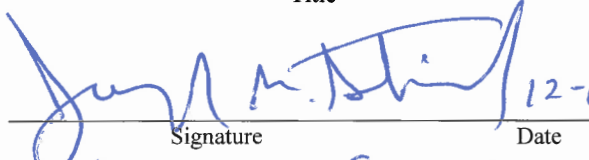
**RICHLAND COUNTY**

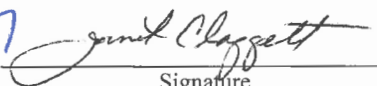
Signature Date Signature Date

Name (Please Print.) Name (Please Print.)  
County Administrator Assistant County Administrator  
Title Title

12-6-17  
  
Signature Date  
Jeanette W. McBride  
Name (Please Print.)  
Clerk of Court  
Title

  
Signature Date  
DONALD S. SIMONS  
Name (Please Print.)  
Chief Magistrate  
Title

  
Signature Date  
Joseph M. Stuckland  
Name (Please Print.)  
Master-In-Equity  
Title

12/6/2017  
  
Signature Date  
JANET CLAGGETT  
Name (Please Print.)  
Chief Information Officer  
Title

**SOUTH CAROLINA JUDICIAL DEPARTMENT**

Signature Date  
Name (Please Print.)  
Director of Information Technology  
Title

# SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

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## VIII. SIGNATURES

### RICHLAND COUNTY

Signature	Date	Signature	Date
Name (Please Print.) <b>County Administrator</b>		Name (Please Print.) <b>Assistant County Administrator</b>	
Title <b>County Administrator</b>		Title <b>Assistant County Administrator</b>	
Signature	Date	Signature	Date
Name (Please Print.) <b>Clerk of Court</b>		Name (Please Print.) <b>Chief Magistrate</b>	
Title <b>Clerk of Court</b>		Title <b>Chief Magistrate</b>	
Signature	Date	Signature	Date
Name (Please Print.) <b>Master-In-Equity</b>		Name (Please Print.) <b>Chief Information Officer</b>	
Title <b>Master-In-Equity</b>		Title <b>Chief Information Officer</b>	

### SOUTH CAROLINA JUDICIAL DEPARTMENT

Signature	Date
Name (Please Print.) <b>Director of Information Technology</b>	
Title <b>Director of Information Technology</b>	

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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 6, 2018  
Second Reading:  
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 2017-2026 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: \_\_\_\_\_

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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

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

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

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

**BETWEEN**

**PROJECT LITE**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF \_\_\_\_\_, 2018**

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**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.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>		
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
• 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	
<b>Multicounty Park</b>	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 19<sup>th</sup> 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]**

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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 6, 2018  
Second Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

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

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

**BETWEEN**

**PROJECT LIBERTY**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF [\_\_\_\_]**

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**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
<b>Sponsor Name</b>	<b>Project Liberty</b>	
<b>Project Location</b>	---	
<b>Tax Map No.</b>	---	
<b>FILOT</b>		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$10,000,000	
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	574.6 mills (lowest allowable)	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information		
<b>Multicounty Park</b>	Yes	
<b>Other Information</b>		

**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 \_\_\_\_, the Final Termination Date is expected to be \_\_\_\_\_, 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 \_\_\_\_\_.

**“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 \_\_\_\_\_, dated as of \_\_\_\_\_, between the County and Fairfield County, South Carolina.

**“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 29<sup>th</sup> 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 14, 2010, 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) reasonably permit ready identification of all Economic Development Property; (ii) reasonably 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  
[RESERVED]**

**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 \$[ ]. 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: Charles L. Appleby, III

Home Address: 216 Genesee Valley Road

Telephone: (home) (803) 736-8562 (work) N/A

Office Address: N/A

Email Address: charlieapplebyiii@gmail.com

Educational Background: See resume

Professional Background: See resume

Male  Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: Public service & background

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

see resume

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

Any other information you wish to give? See resume

Recommended by Council Member(s): Greg Pearce

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 ✓

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chad Z Appleby 1/12/18  
Applicant's Signature Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>1-18-18</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	



## **Charles L. Appleby, III**

216 Genesee Valley Road, Columbia, South Carolina 29223  
803.736.8562 (H) 803.315.0355 (C)  
charlieapplebyiii@gmail.com

### **Summary of Qualifications**

Self-starter and team player with a demonstrated track record of developing and implementing positive change. Proven managerial, sales, financial and leadership ability coupled with solid organizational skills. Ability to solve problems, reorganize structure, implement a new direction strategy and promote positive outcomes.

Retired February 2014

### **Professional Experience**

1996- 2014     **The University of South Carolina, Columbia, South Carolina**

Four-year comprehensive public university with 44,000 students and 307,000 living alumni

**Senior Director of Development - Budget and Planning**  
(September 2011 – 2014)

Similar duties as previous. Realignment in organizational structure of University Development.

**Executive Director of Development - Financial and Campaign Operations**  
(February 2009 – September 2011)

Responsible for the management and coordination of financial and campaign operational activities for University Development; work with all areas of the university including the President's Office, Planning and Finance Office, University Foundations, colleges/schools/units, etc.; supervise divisional financial matters (budget and expense authorization) for state appropriated, designated and foundation fundraising funds totaling approximately \$10.2 million. Review request for significant expenditures and other allocation of resources. Assist in short and long range planning strategies; manage a broad collection of programs, systems and projects to facilitate and improve development processes.

**Executive Director of Development – Corporate and Regional Programs**  
(September 2007 – February 2009)

Coordinated Corporation Relations/Programs with DODs, Deans, faculty, researchers and other University stakeholders. Identified areas of mutual interest between corporations and the University; developed relationships to meet corporate needs and maximized the research and philanthropic dollars to the appropriate areas of the University; responsible for University-wide coordination of fundraising from business and industry. Established a campus-wide group comprised of the head of the University Career Center, Innovista, the Moore School Executive Education and a representative from the office of research. This group met regularly to share information and coordinate activities with business and industry on campus.

Coordinated regional activities outside of S.C. and worked with the University's high-end individual prospects/donors.

Managed the development and implementation of a web portal for the University's home page for Business and Industry.

**Executive Director of Development – Regional and Constituent Programs  
(July 2006 – September 2007)**

Member of the 4 person Development Team that would oversee the management of the Proposed Comprehensive University Capital Campaign.

Managed the Directors of Development for the Honors College, University Libraries, College of Mass Communications and Information Studies, Division of Student Affairs, School of Music, College of Education, and College of Hospitality, Retail, and Sport Management.

Planned, organized, and coordinated the preparation of these Directors and their units for the Proposed Comprehensive University Capital Campaign.

Managed an active list of prospects.

Traveled with the president (Dr. Andrew Sorensen) of the university on his visits to major cities outside of South Carolina.

**Senior Director of Development – Regional Major Gifts (May 2004 – June 2006)**

**Director of Development – Manager of Regional Development (May 2003 – May 2004)**

**Director of Development – Manager of Regional Campaigns (June 2001 – April 2003)**

During the Bicentennial Campaign had responsibility for coordination and maintenance of 34 volunteer regional campaign committees comprised of USC alumni. These committees were located in S.C. and around the country.

Managed 2 Directors of Development and 1 administrative assistant.

Managed an active donor list of 200 potential donors; traveled 2 weeks a month out of state.

Actively worked (cultivate, solicit, close gifts, stewardship) prospect/donors in Greenville, Atlanta, Houston, Austin, Dallas, Richmond, and Washington, D.C.

Traveled with the president (Dr. John Palms) of the University on his visits to the above areas.

Member of the Development Department Steering Committee.

**Director of Development – Regional Campaigns (July 2000 – May 2001)**

**Director of Development - College of Engineering (January 1998 – June 2000)**

**Regional Director of Development - Major Gifts (1996 - 1997)**

1991 – 1996     **The National Bank of South Carolina, Columbia, South Carolina**

\$1 Billion statewide banking organization with 39 branches in 18 cities providing complete retail commercial, trust and investment services.

**Senior Vice President**

Statewide responsibilities for Consumer Loan Administration, Sales Finance and Management Information Systems, including staffing, budgeting and operational functions. Prior experience in position also included management of the Mortgage Loan, Bankcard, Blank Check (Equity Lines of Credit) and Leasing Department. Managed 4 officers directly and 23 employees indirectly.

1976 – 1991 **C&S National Bank of South Carolina, Columbia, South Carolina**

\$3 Billion statewide banking organization with branches in 39 cities providing complete retail commercial, trust and investment services.

**Vice President and Manager of Statewide Consumer Sales Finance (1989-1991)**

Managed \$295 Million loan portfolio, Collections, Bankruptcy and Recovery Departments, including budgeting and operational functions.

Managed 3 officers directly and 39 employees indirectly.

Established centralized Sales Finance management department.

Developed management reports for analysis of statewide Sales Finance loans.

Implemented credit review.

**Vice President and City Executive Officer, Sumter, South Carolina (1985-1989)**

**Assistant Vice President and Commercial Loan Officer (1980-1985)**

**Branch Manager (1978-1980)**

**Assistant Branch Manager (1977-1978)**

**Management Associate (1976-1977)**

1974 – 1976 **South Carolina Employment Security Commission, Columbia South Carolina**

**Education**

University of South Carolina, Columbia, SC

B.S. Business Administration

Banking and Finance (1973); Management (1974)

**Professional Training**

Advancement Resources:

The Art and Science of Donor Development, 2006

Coaching to The Art and Science of Donor Development, 2007

Stonier Graduate School of Banking, 1986

South Carolina Banker's School, 1983

C&S Bank Commercial Credit School, 1980

**Honors**

Listed in 1985 Outstanding Young Men in America

**Elected Office**

Sumter County Council (1985-1988)

## **Community Activities**

S. C. Jobs Economic Development Authority – Chairman

S. C. Coordinating Council for Economic Development

Chamber of Commerce – Sumter, S.C.

Past Vice President for Economic Development

Past Vice President for Finance

Past Vice President for Organization

United Way

Boy Scouts of America

Past Executive Board Member Pee Dee Area

March of Dimes

Past Treasurer of Santee/Wateree Chapter

Lions Club

Past Member of Board of Directors

Pee Dee Chapter of BAI

Past Board Member

Kathwood Baptist Church

Past Chairman of Deacons

Past Co-Chair of \$800,000 Building Drive

Forest Lake Presbyterian Church

Elder

Chairman Finance and Administration Ministry

Rotary Club of Five Points

Past Board Member

Family Service Center of S.C.

Past Board Member

Past Executive Committee



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: CHARLES E. Duffett
Home Address: 2 Woodlands Ridge Pt. Columbia SC 29229
Telephone: (home) 803.315.4695 (work) 803.763.8066
Office Address: 17 Technology Circle Columbia SC
Email Address: creo2000@aol.com
Educational Background: see attachment
Professional Background: see attachment

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

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees
Reason for interest: I love serving my community and helping others.

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

I am able to effectively communicate with individuals and with groups to inspire and motivate teamwork.

Presently serve on any County Committee, Board or Commission?

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: 40

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Charles D. Beas  
Applicant's Signature

1-19-2018  
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>1-19-18</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	

**Charles Edward Offutt**  
2 Woodlands Ridge Court  
Columbia SC, 29229-0003  
803.315.4695  
E-Mail DRCO2000@aol.com

## **SUMMARY**

Experienced Information Technology Manager, Database Business Systems Analysis, with full systems life cycle experience; proficient in directing professional teams in implementation of work plans, project development, project management, resource procurement and development, by providing leadership and coordination of resource, team, and individual work efforts and goals. I am effective, innovative, organized, resourceful individual who work well in a team environment or self-supervised.

## **EXPERIENCE**

PALMETTO GBA, Columbia, SC

09/02 - PRESENT

### **Senior Database Administrator**

- Prepared detailed specifications used to do multi-million dollars projects.
- Direct a project team in designing new systems or enhancements to existing systems.
- Provided advice and assistance to the senior management concerning information systems and set general priorities and goals for staff.
- Responsible for standards and design of logical and physical data storage, maintenance, access and security administration.
- Perform backup and recovery on database management systems.
- Define data repository requirements, data dictionaries, and warehousing requirements.
- Design, develop, and certify database schema design to meet system requirements.
- Develop overall data architecture that supports the information needs of the business in a flexible but secure environment.
- Conduct end-user training where applicable.
- Perform other duties as assigned.

SOLCORP CORPORATION, Chicago, IL

10/00 - 08/02

### **Senior Project Lead**

- Analyzes and designs enhancements to the systems based on business requirements.
- Writes technical specifications from functional specifications, which define business requirements.
- Oversee programs system changes from technical specifications.
- Lead training of client on the architecture, operation and maintenance of the system.
- Develop project plans to install and test application at user site.
- Provides post implementation support.
- Design conversion plan based on pre-defined specifications.

**Senior Programmer Analyst\ Project Lead**

- Prepared detailed specifications used to code multi-million dollars projects.
- Direct a project team in designing new systems or enhancements to existing systems.
- Supervised, and evaluate 10 to 15 programmer and business analyst work.
- Provide, coding, testing, maintenance of computer software from detailed specifications.
- Formulated system scope and objectives, devised or modified procedures to resolve problems using data processing.
- Programming in 'C', COBOL, SQL, Visual Basic, and Db2 for batch and online processing in a mainframe, PC and file server environment using LAN, WAN and Internet.

United STATE Army

01/74 - 01/95

**Chief Technology Officer (02/92 - 01/95)**

- Supervised activities of 90 technicians and evaluate, train, recruit, reward and disciplines staff members.
- Provided advice and assistance to the senior management concerning information systems and set general priorities and goal for staff.
- Test and evaluate hardware and software to determine efficiency, reliability, and compatibility with existing system
- Oversee the management of Help Desk support to 5000 computer user.
- Maintain a wide area telecommunication network from South Korea to USA.
- Evaluated computer systems and software based on a user requirement and new technologies.
- Develop procedures for installation, maintaining, and solving communications hardware and software problems.

**Operations Officer (09/85 - 08/92)**

- Provide operations support to the White House, Capital Hill, and the Department of Defense.
- Develop review and coordinate operations of computer network security, information security, personnel security, and emergency disaster plans.
- Implement and monitor the information security systems programs.
- Planned, coordinated, and implemented security measures to safeguard information in the computer systems against accidental or unauthorized modification, destruction or disclosure.
- Supervised the training and support requirement for 70 technicians and 3,500 PC users.
- Maintain a global wide telecommunication network.

**Computer Operations Supervisor (12/83 - 09/85)**

- Supervised, advised, guide, and evaluate computer programmer and system analyst work.
- Supervised the day-to-day operations of the computer center operations of primarily of eight IBM mainframe computer systems and various standards peripheral equipment.
- Oversee help desk supported for about 12,000 PC users. Using LAN, MAN and WAN.



**Project Leader (01/74 - 12/83)**

- Maintain an information system that accounted for the organization's supplies and equipment.
- Analyze statistical data and report trend(s) not, conforming to standards, or that have impact on the efficiency of the operations.
- Supervised a staff of ten computer technicians and systems programmers.
- Provide interpret and guidance on how to apply rules and regulations.
- Ensure work meet systems development standards and associated practices.

**EDUCATION**

**M.S.**, Management of Computer Information Systems, Strayer University, Washington, DC  
**B.S.**, Management of Computer Information Systems, Park College, Parkville, MO  
**A.S.**, Computer Science, Park College, Parkville, MO  
**A.S.**, Management Technology, Austin Peay University, Clarkville, TN  
**A.S.**, Computer Science, Midlands Technical College, Columbia, SC  
**A.S.**, Telecommunication Systems Management, Midlands Technical College, Columbia, SC  
**Certificate**, Information Systems Network, Midlands Technical College, Columbia, SC  
**Certificate**, Application Programming, Midlands Technical College, Columbia, SC  
**Certificate**, Enterprise Systems, Midlands Technical College, Columbia, SC  
**Certificate**, Fundamentals of Life and Health Insurance,  
Life Office Management Association Inc., Atlanta, GA  
**Designation**, Fellow, Life Management Institute (FLMI),  
Life Office Management Association Inc., Atlanta, GA  
**Designation**, Associate, Customer Service (ACS),  
Life Office Management Association Inc., Atlanta, GA  
**Designation**, **Chaplain**, **Community Missions Chaplaincy**,  
Christ Central Institute, Columbia, SC

**Pass Volunteer Activities**

Summit Parkway Middle School Assistance Soccer Coach  
Volunteer Firefight at Station 24 Sparkleberry Ln.  
Central South Carolina Habitat for Humanity on 10 home build  
Football Coach at Polo Road Community Center  
School Improvement Council (SIC) member at Summit Parkway Middle School  
School Improvement Council (SIC) member at Pontiac Elementary



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Kayla Cole  
Home Address: 221 Jackstay Court Chapin, SC 29036  
Telephone: (home) 770-778-4508 (work) \_\_\_\_\_  
Office Address: 2 Medical Park suite 404  
Email Address: Kayla.d.cole@gmail.com  
Educational Background: Biomedical Science BS, Exercise Science, Med.  
Professional Background: Corporate and community health/ortho.  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Richland Memorial Hospital  
Reason for interest: Passion for advancement of community health, energy for positive change, and involvement.  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
As a community healthcare activist, I can bring experience, excitement, and devotion to the Richland Hospital team.  
Presently serve on any County Committee, Board or Commission? NO  
Any other information you wish to give? www.linkedin.com/in/kaylacoled  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: 12-15 hours.

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes \_\_\_\_\_

No           

#### 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: I am an employee of the PHUSCMG.

Kayla Cole  
Applicant's Signature

January 17, 2018  
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>1-19-18</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	



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

**Applicant MUST reside in Richland County.**

Name: Victoria Elizabeth Brown

Home Address: 1401 Hampton Street, Unit 319

Telephone: (home) 843-319-9413 (work) 803-237-1090

Office Address: 4500 12th Street Extension

Email Address: brownvictoria25@gmail.com

Educational Background: B.S. Biology (USC Columbia), M.S. in Law (Northwestern University)

Professional Background: Regulatory Affairs Specialist for Nephron Pharmaceuticals

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

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: I am a proud and passionate South Carolinian. I have a strong desire to see Columbia, SC thrive and grow; I know that civic engagement and action are excellent ways to be involved in the change that I want to see.

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

I am a young professional who wants offer fresh perspective, passion, and dedication to my community. Additionally, I have professional experience in collaboration with diverse groups of people to achieve a set goal.

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

Any other information you wish to give? \_\_\_\_\_

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

Hours willing to commit each month: 20

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_

**No** \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

**Yes** \_\_\_\_\_

No \_\_\_\_\_

If so, describe: Nephron Pharmaceuticals Corporation is my current employer, however, this will not affect any of my decisions  
and/or choices as a member of any committee or board.

Victoria L. Brown

Applicant's Signature

01/22/2018

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>1-22-18</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: WILLIAM SCOTT BARNES
Home Address: 1850 ATLANTIC DR. # 316, COLUMBIA, S.C. 29210
Telephone: (home) 803-678-8912 (work) 803-771-7444
Office Address: 4127 W. BELZLINE BLVD., COLUMBIA, SC 29205
Email Address: BARNESW@EMAIL.SC.EDU
Educational Background: BA (POL. SC - USC), MPA (USC), DOCTOR OF HEALTH ADMINISTRATION (MUSE - TENN)
Professional Background: 22 (COUNTY) ADMINISTRATOR OR ASSISTANT
Male [ ] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [X] ALL BS UNEMPLOYED

Name of Committee in which interested: RICHLAND MEM HEALTH CARE BOARD

Reason for interest: AM NATIVE OF COLUMBIA AND JUST WANT TO CONTRIBUTE & VERY INTERESTED IN HEALTH CARE

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
(1) GOOD LEADERSHIP & MANAGEMENT SKILLS
(2) GOOD WORKING HISTORY & RELATIONSHIPS WITH ALL SEGMENTS OF OUR COUNTY POPULATION

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

Any other information you wish to give? CURRENTLY SERVE ON HOUSING CODE BOARD OF MANAGERS FOR CITY OF COLUMBIA

Recommended by Council Member(s):

Hours willing to commit each month: AS NEEDED - HAVE FLEXIBLE SCHEDULE

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.

- (2) GOVERNOR'S OFFICE (FOU JOIN WITH
(3) REGIONAL PLANNING COUNCIL (GRANTS COORDINATOR)
(4) MANAGEMENT CONSULTANT (+ ASSISTANT DIR)
(5) 20 YEARS COUNSEL & DISTRICT MANAGER, JACK HENITT TAX SERVICE (COLUMBIA, S.C. 29210)
(6) COLLEGE INSTRUCTOR IN COMMUNICATIONS SCIENCE &

SEE DETAILED RESUME

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.

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

Yes X RETURN CHECK 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 X \_\_\_\_\_

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

*William L. [Signature]*

Applicant's Signature

1-22-18

Date

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

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<b>Staff Use Only</b>	
Date Received: <u>1-22-18</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: Michael B. Bailey

Home Address: 621 Lady Street, Unit B, Columbia SC 29201

Telephone: (home) 803-514-7238 (work) 803-898-2025

Office Address: 2600 Bull Street, Columbia SC 29201

Email Address: BaileyMB@dhec.sc.gov

Educational Background: MA/PhD in Judicial Law and Public Policy (In Progress) B.S in Health and Wellness

Professional Background: State Environmental Justice Coordinator/LLR's State Board of Examiners for Professional Counselors and Therapist (Appointed by Governor Nikki Haley)

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

Name of Committee in which interested: Richland Memorial Board of Trustees

Reason for interest: I'm interested in serving alongside my fellow community leaders currently staffed on the Richland Memorial Board of Trustees so that we can collectively act as a catalyst for change and improve the physical, emotional, and spiritual health of our communities here in Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Public Health Official, Expertise in Health Equity and Environmental Justice, Project/Program Management Professional, Trained in Program Evaluation Policy Analysis/Implementation, Trained in Cost Benefit Analysis, Project Manager for South Carolina's Tentative Statewide Health Disparities and Environmental Justice Conference.

Presently serve on any County Committee, Board or Commission? Council of Governments

Any other information you wish to give? Conducted informational interview with Richland Memorial's Board Chair, National Association of County & City Health Official, National Association for Chronic Disease Directors, Association for Public Policy Analysis & Management Equity & Inclusion Fellowship Recipient (1 of 35 chosen nationally).

Recommended by Council Member(s): I have informed my council rep, Councilman Rose, and Madam Chair, Councilwoman Dickerson.

Hours willing to commit each month: As many as the needs of the community requires.



**CONFLICT OF INTEREST POLICY**

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

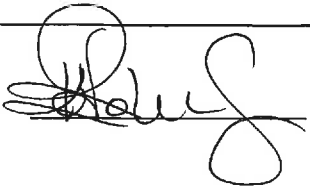
Michael B. Bailey  
Applicant's Signature

10/02/2017  
Date

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

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**Applications are current for one year.**

		<b>Staff Use Only</b>	
Date Received:	<u>10-2-17</u>	Received by:	
Date Sent to Council:	_____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file



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

**Applicant must reside in Richland County.**

Name: Richard J. Wassermann, MD, MPH, FACS

Home Address: 1400 Adger Road, Columbia, SC 29205

Telephone: (home) 803-736-4058 (work) 803- 779- 1200

Office Address: 1220 Blanding Street, Columbia, SC 29201

Email Address: rjwpsc@bellsouth.net

Educational Background: Doctor of Medicine, Master of Public Health, BA Honors, Healthcare Economics. Please see attached CV.

Professional Background: Board Certified Plastic Surgeon in practice 20 years

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

Name of Committee in which interested: **Richland Memorial Board of Trustees**

Reason for interest: In today's complex and rapidly evolving health care environment, I hope to help guide Palmetto Health Richland in fulfilling its commitment to the residents of Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: My professional and educational background as well as 20 years of clinical practice and the construction and management of my accredited office based surgery center put me in a position to serve the residents of Richland County.

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

Any other information you wish to give? Please see attached CV.

Recommended by Council Member(s): Application in response to Public Notice

Hours willing to commit each month: 15 to 25 hrs per month

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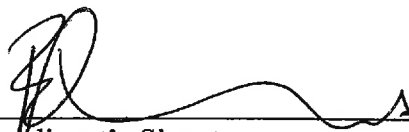
Yes \_\_\_\_\_ No X \_\_\_\_\_

**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 X \_\_\_\_\_ No \_\_\_\_\_

If so, describe: Medical Director of Plastic Surgery Consultants, LLC \_\_\_\_\_

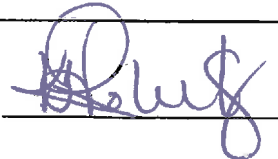
  
Applicant's Signature

6/19/17  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>6-19-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

**Curriculum Vitae**  
**Richard J. Wassermann, MD, MPH, FACS**

**Current Position**

**Plastic Surgery Consultants, LLC – Medical Director**  
1220 Blanding Street, Columbia, SC 29201  
(803) 779-1200, FAX (803) 779-1220

2017

**Allergan Corporation-Consultant**  
Advisory Board Member

2016-2017

**Life Cell Corporation-Consultant**  
Advisory Board Member

1997-present

**Palmetto Health Richland Facial Trauma Call Panel, Columbia, SC**  
Member

1997-2005

**Richland Memorial Hospital Wound Healing Center, Columbia, SC**  
Consulting Physician

1997-2002

**University of South Carolina School of Medicine, Columbia, SC**  
Associate Professor of Surgery, Division of Plastic and Reconstructive Surgery  
Assistant Professor of Surgery (1997-2001)  
Two Richland Medical Park, Suite 302  
Columbia, SC 29203

**University of South Carolina School of Public Health, Columbia, SC**  
Adjunct Assistant Professor, Department of Health Administration

**South Carolina Center for Cleft Palate/Craniofacial Deformities, Columbia, SC,**  
Attending Plastic Surgeon

**Surgical Training**

1994-1997

**University of South Florida College of Medicine, Tampa, FL**  
Plastic Surgery Residency

1990-1994

**University of Chicago Hospitals, Chicago, IL**  
General Surgery Residency

**Education**

1986-1990

**Tulane University School of Medicine, New Orleans, LA**  
Doctor of Medicine  
A.O.A. eligible, ranked top 25% of class

1987-1990

**Tulane University School of Public Health & TM, New Orleans, LA**  
Master of Public Health  
Major in Health Systems Management  
Delta Omega Honor Society

1982-1986

**University of Pennsylvania, Philadelphia, PA**  
Bachelor of Arts Cum Laude  
Honors Major in Economics, Minor in Chemistry  
Entered university after junior year of high school

**Page Two**

**Curriculum Vitae**

**Richard J. Wassermann, MD, MPH, FACS**

**Professional Societies**

South Carolina Society of Plastic & Reconstructive Surgeons, Past President  
American Society of Plastic Surgeons, Active Member  
American College of Surgeons, Fellow  
Plastic Surgery Research Council, Active Member  
American Society of Aesthetic Plastic Surgeons, Active Member  
South Carolina Medical Association, Member

**Honors**

**Teacher of the Year Nominee**, University of South Carolina SOM 2001-2002  
**Visiting Professor**, Division of Plastic & Reconstructive Surgery,  
University of Louisville SOM, 08/2000  
Commendation for Outstanding Resident Teaching,  
University of Chicago Hospitals, 1990/1993  
Spirit Award, Lutheran General Hospital, 1991/1993

**Grants**

**Human Genome Sciences, Inc.**-Phase II Clinical Trial, PRINCIPAL  
INVESTIGATOR- Protocol WHO#4 \$171,000, 2001.

**Aesthetic Surgery Education & Research Foundation**-Cox-2 and TGFB  
Isoform Expression in Periprosthetic Capsular Contracture, \$10,000.00, 2001-  
2002.

**Immunex Pharmaceuticals, Inc.**-Phase II Clinical Trial, PRINCIPAL  
INVESTIGATOR-Protocol #001.0020. \$50,000, 2000-2001.

**Southeastern Society of Plastic & Reconstructive Surgeons**-Breast Reduction  
Outcomes, Efficacy and Economic Analysis, \$7000.00, 2000-2001.

**Ortho-McNeil Pharmaceuticals, Inc.**-Phase IV Clinical Trial, PRINCIPAL  
INVESTIGATOR-CAPSS-083, \$75,000.00, 1999-2000.

**Robert Wood Johnson Research Institute**-Phase III, Clinical Trial, CO-  
INVESTIGATOR-PDGF-PULC-002, \$75,000.00, 1997-1999.

**Plastic Surgery Educational Foundation**-Reduction of Local Recurrence of  
Mammary Neoplasms by Flap Reconstruction, \$5000.00, 1995-1996.

**Professional Certification**

1999 Diplomate, **American Board of Plastic Surgery**, current  
1997 South Carolina License, current  
1995 Florida License, current  
1990 Louisiana License, current

**Appointments**

2011- current **Palmetto Health Breast Center Advisory Committee**, Plastic Surgery Representative

2001-2002 **University of South Carolina SOM**, Research Strategic Planning Committee

2000-2002 **University of South Carolina SOM**, Research Advisory Council Member

2000-2002 **University of South Carolina SOM**, Class Advisor

2000-2003 **Advances in Skin and Wound Care**, Springhouse Corporation, Peer Review Panel

1999-2002 **University of South Carolina SOM**, M-IV Plastic Surgery Course Co-Director

1997-2000 **University of South Carolina SOM**, Curriculum Committee, Department of Surgery Representative

1998-2002 **University of South Carolina**, Undergraduate Preprofessional Advisor Committee Member

1998-2002 **University of South Carolina SOM**, Capstone Course Director, Plastic Surgery

1997 **THINC Faculty Seminar**, Invited Participant, Dallas, TX

1995-1997 **American Society of Plastic Surgeons**  
Young Plastic Surgeons Committee  
Delegate, AMA-Resident Physician Section  
Alternate Delegate, AMA-Resident Physicians Section

**Research**

Current "OR Variable Demand and Efficiency"

Current "Prepectoral Breast Reconstruction in Patient's with Elevated BMIs"

2001 to 2005 "Modulation of Pro-inflammatory Cytokines in Periprosthetic Capsular Contracture."

1999 to Present "Reduction Mammoplasty, Efficacy, Satisfaction and Economic Analysis."

1996 to 2002 "Apoptosis Modulation in Wound Healing."

**Publications**

1. Merrill, J.C., **Wassermann, R.J.**: Growth in National Expenditures: Additional Analyses. Health Affairs; 4(4):91, 1985.
2. **Wassermann, R.J.**: Medical Malpractice Insurance Market Reform: Marginal Cost Pricing and First Party Insurance. Senior Honors Thesis; University of Pennsylvania, 1986.
3. **Wassermann, R.J.**, Saroyan, R.M., Janet, J.C., Kerstein, M.D.: Infra inguinal Revascularization for Limb Salvage in Patients with End-Stage Renal Disease. S Med Journal; 84:190, 1991.
4. **Wassermann, R.J.**, Greenwald, D.: Debilitating Granuloma of the Penis and Scrotum. Ann Plast Surg; 35:505, 1995.
5. **Wassermann, R.J.**, Howard, R., Markee, B., Greenwald, D.: Optimization of the MGH Repair Using a Systematic Algorithm for Tenorrhaphy Evaluation. Plast & Reconstr Surg; 99:1688, 1997.
6. Greenwald, D.P., **Wassermann, R.J.**, May, J.W.: Development and Optimization of the MGH Repair: An Algorithm for Tenorrhaphy Evaluation. Op Tech in Plast & Reconstr Surg; 4:17, 1997.
7. **Wassermann, R.J.**, Greenwald, D.P.: Stenosing Tenosynovitis in Plastic Surgery Secrets. Weinzwieg, J., ed. Hanley & Belfus; Philadelphia, 1998.
8. **Wassermann, R.J.**, Polo, M., Smith, P., et al. Differential Production of Apoptosis-Modulating Proteins in Patients with Hypertrophic Burn Scar. J of Surg Res; 75: 74-80, 1998.
9. Smith, P., Stadlemann, W., **Wassermann, R.J.**, et al. Benign Symmetric Lipomatosis "Madelung's Disease": A Case Report. Ann Plas Surg; 41:671, 1998.
10. Robson, M.C., Maggi, S.P., Smith, P., **Wassermann, R.J.**, et.al. Ease of Wound Closure as an End Point of Treatment Efficacy. Wound Rep Reg; 7 (2): 90, 1999.
11. **Wassermann, R.J.**, Greenwald, D.P.: Stenosing Tenosynovitis in Hand and Wrist Surgery Secrets. Weinzwieg, J., ed. Hanley & Belfus; Philadelphia, PA 1999
12. Greenwald, D.P., **Wassermann, R.J.**, Deluca, L. An Algorithm for Tenorrhaphy Evaluation. Adv Plas & Reconstr Surg; 16, 1999.
13. Daysart, F., Greenwald, D.P., **Wassermann, R.J.**, et al. An Update in Management of Flexor Tendon Injuries. Florida Medical Journal; 86(2) (92-96), 2000.
14. Corarrudias, L.G., Bartlett, R., Barratt, D.M., **Wassermann, R.J.**, Rhino-Orbital-Cerebral Mucormycosis due to "Apophysomyces Elegans" in an Immunocompetent Individual: A Case Report and Review of the Literature. J Trauma; 50 (2): 353-7, 2001.

**Presentations**

"Body Contouring After Massive Weight Loss Surgery: An Individualized Approach." Palmetto Health Weight Management Center, Columbia, SC, 08/2016, 11/2005

"Embryology of the Face." Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/2002.

"Value." University of South Carolina SOM, Pearls of Wisdom Lecture, Columbia, SC 06/2002.

"*The Burden of Lower Extremity Ulcers in the United States.*" Wound Healing Society, Baltimore, MD 05/2002.

"*Cox-2 and TGF-B Isoform Expressions in Periprosthetic Capsular Contracture.*" American Society for Aesthetic Surgery, Las Vegas, NV 04/2002. (American Society for Aesthetic Surgery 2001 Research Grant).

"*Update-Reduction Mammoplasty: Efficacy, Outcomes, and Resource Utilization.*" South Carolina Society of Plastic Surgeons, Columbia, SC 02/2002.

"Embryology of the Face." Graduate Genetics Lecture, University of South Carolina, Columbia, SC 10/2001.

"*Reduction Mammoplasty: Efficacy, Outcomes, and Resource Utilization.*" Southeastern Society of Plastic Surgeons, Buena Vista, FL 06/2001. (Southeastern Society of Plastic Surgeons Research Grant).

"Breast Reconstruction: An Individualized Approach." Baptist Hospital Breast Health Center, Columbia, SC, 05/2001.

"Breast Reconstruction-A Personalized Approach." Reach to Recovery-Health South Rehabilitation Hospital, Columbia, SC 01/2001.

"Embryology of the Face." Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/2000.

"*Growth Factors and Beyond in Wound Healing.*" Visiting Professor, University of Louisville SOM, Division of Plastic Surgery, Grand Rounds, Louisville, KY, 08/2000.

"Economic Impact of Chronic Wounds." Symposium Chairman-OCC Educational Foundation, Toronto, CAN, 06/2000.

"Distraction Osteogenesis of the Craniofacial Skeleton." South Carolina Craniofacial Symposium, Columbia, SC, 04/2000.

"Growth Factors and Beyond." Department of Surgery Grand Rounds, Spartanburg Regional Medical Center, Spartanburg, SC, 03/2000.



“Growth Factors and Beyond.” South Carolina Chapter American College of Surgeons, Columbia, SC, 02/2000.

“A Rational Approach to Wound Healing in the 20<sup>th</sup> Century.” Family Practice Grand Rounds, University of South Carolina SOM, Columbia, SC, 02/2000.

“Pressure Ulcers – A Rational Approach to Treatment.” Wound Healing Centers of Excellence Symposium, Columbia, SC, 12/1999.

“Diabetic Full Thickness Neuropathic Ulcers.” The Case for Growth Factors, Wounds 2000 Symposium, Columbia, SC, 11/1999.

“Embryology of the Face.” Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/1999.

*“Exogenous rh TGFβ<sub>2</sub> Decreases Apoptosis in an In Vivo Human Proliferative Scar Model.”* 3<sup>rd</sup> Joint Meeting of the European Tissue Repair Society and the Wound Healing Society, Bordeaux, France, 08/1999.

*“Exogenous rh TGFβ<sub>2</sub> Decreases Apoptosis in an In Vivo Human Proliferative Scar Model.”* Plastic Surgery Research Council, Pittsburgh, PA, 05/1999.

“A Rational Approach to Wound Care.” Health Learning Systems, Dallas, TX, 05/1999.

“The Role of Growth Factors in Wound Healing.” Ortho-McNeil Pharmaceuticals, Inc., Consultant, Educational Program, San Francisco, CA, 12/1998.

Research Conference Institute for Tissue Repair, Regeneration & Rehabilitation, Bay Pines, FL, 11/1998.

Maggi, S.P., Smith, P., **Wassermann, R.J.** et al. “Ease of Wound Closure as an End Point of Treatment Efficacy.” Wound Healing Society, Salt Lake City, UT, 06/1998.

“Tumors of the Upper Extremity.” Department of Surgery Grand Rounds, Spartanburg Regional Medical Center, Spartanburg, SC, 05/1998.

“Growth Factors and Beyond.” Hyperbaric Medical Society, HBO Symposium, Columbia, SC, 04/1998.

“Tumors of the Upper Extremity.” Department of Surgery Grand Rounds, Richland Memorial Hospital, Columbia, SC, 02/1998.

“Why Managed Care?” Annual Congress of the South African Society of Plastic and Reconstructive Surgeons, Capetown, SA, 10/1997.

*“Differential Production of Apoptosis Modulating Proteins in Patients with Hypotrophic Burn Scars.”* American Burn Association, New York, NY, 03/1997.

*“Differential Production of Apoptosis Modulating Proteins in Patients with Hypotrophic Burn Scars.”* Plastic Surgery Research Council, Galveston, TX, 02/1997.

“Why Managed Care?” Florida Society of Plastic and Reconstructive Surgeons, Boca Raton, FL, 12/1996.

*“A Systematic Approach to Biomechanical Analysis and Design Optimization of Flexor Tenorrhaphy Techniques.”* American Society of Plastic Surgeons, Dallas, TX, 11/1996.

“Why Managed Care?” Division of Plastic Surgery Ground Rounds, Oregon Health Sciences University, Portland, OR, 11/1996.

*“Dynamic Analysis of Flexor Tendon Repairs in Human Hands: Strength, Toughness and Operator Variability.”* American Association for Hand Surgery, Palm Springs, CA, 01/1996.

*“Flexor Tendon Repairs: Development of a Superior Technique.”* Southeastern Society of Plastic and Reconstructive Surgeons, Ponte Vedre Beach, FL, 06/1995.

\**Italics*-denotes scientific abstracts



### **Blue Ribbon Committee Report to County Council**

January 18, 2018

The Blue Ribbon Committee (BRC) met on January 18, 2018. Council Members Pearce, Livingston, and Myers are the representatives from the County Council. Councilmembers Pearce and Livingston were present.

- A. The BRC was provided an update on the 2015 Flood Event (4241-DR), FEMA Hazard Mitigation Grant Program (HMGP) application process. Richland County submitted nine (9) applications for hazard mitigation projects; these applications range from community outreach, to infrastructure strengthening, to acquiring (Buyout) substantially damaged properties (residential and commercial) located in the Special Flood Hazard Area (Flood Zone).
1. To date; eight (8) of the seven (9) applications have been approved by FEMA:
    - #30: Buyout Twelve (12) residential properties
    - #31: Buyout Six (6) non-residential properties
    - #32: Buyout of Eight (8) residential properties
    - #33: Buyout Twenty-Two (22) residential properties
    - #34: Buyout Twenty-One (21) residential properties
    - #35: Buyout Two (2) non-residential properties
    - #48: “Reaching the Digitally Disconnected” – a public outreach project
    - #276: Buyout One (1) non-residential properties
  2. Key Points:
    - FEMA HMGP provides a federal share of 75% funding. As previously approved by Council; for the property buyout program and infrastructure strengthening program, the remaining 25% local share will be funded through the CDBG-DR.
    - Richland County Staff has initiated the steps required for property acquisition utilizing FEMA HMGP & HUD CDBG-DR Funding, which includes:
      - a. Assigning a property Buyout Case Manager to ensure all data is properly collected
      - b. Conducting formal 3<sup>rd</sup> property appraisals (this program will reimburse for the pre-flood disaster appraisal except for three (3) properties that have changed ownership since the flood)
      - c. Conducting environmental reviews
      - d. Conducting property closings
      - e. Conducting demolition and land restoration actions
    - Once the County acquires these properties, we own them in perpetuity; including all reoccurring costs for maintenance.



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- All properties must be re-naturalized and remain undeveloped in perpetuity. Staff is developing a land use plan for these properties, which will include public and Council input.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve the selection of the following three (3) demolition contractors that were responsive to the County's RFQ:

- Cherokee General Contractor
- Corley Construction
- Carolina Wrecking Inc.

If approved, these vendors will be able to bid on the demolition of properties as they are purchased.

- B. The BRC was provided an update on the 2017 Hurricane Irma Event (4346-DR), FEMA Hazard Mitigation Grant Program (HMGP) application process. This grant provides another opportunity to request funding to further mitigate potential flood threats. Pre-applications are due in March. Public Works identified fourteen (14) properties as potential buy-outs for a mitigation project. Eleven (11) of those 14 were submitted to FEMA for funding under the 2016 Hurricane Matthew (4286-DR) grant as previously approved by Council. We have since confirmed that one (1) of the remaining property owners would like to participate in the buy-out program and one (1) would not. A third property owner is still trying to be reached.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve submitting the remaining two (2) properties for buy-out under HMGP 4346-DR, prospectively assuming we reach the last property owner.

- C. The BRC was provided an update on Richland County's HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) program.
1. Single Family Home Rehabilitation Program (SFR): Total of 577 applications received
    - 251: Scheduled consultations
    - 248: Completed consultations
    - 209: construction walks completed
    - 193: Scope & cost estimations completed
    - 85: Tier II Inspections Completed
  2. SC DHEC requires all single family homes receiving CDBG-DR funding undergo asbestos testing, monitoring and clearance. An RFQ was issued and completed to do this work.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve the selection of the following seven (7) asbestos testing, monitoring and clearance contractors that were responsive to the County's RFQ:

- ABS Environmental
- ECS



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- Intertek-PSI
- Kleen Sites Geo Services
- Summit
- Terracon
- ARM Environmental

If approved, these vendors will be able to bid on individual properties as they are verified and ready for rehab.

3. As previously approved by Council, the County submitted the CDBG-DR Action Plan Amendments, including the substantial amendment for the additional \$7.25M awarded the County in November 2017. That Action Plan is undergoing review by HUD. Assuming approval from HUD is imminent, we are in need of establishing the administration and processing for that additional funding.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve a change order to Tetra Tech's current contract to complete the additional single family housing rehab/replacements that will be afforded by the additional CDBG-DR monies. The cost for this change order is \$1.3M and will be fully funded by the CDBG-DR grant, utilizing no County funds.

4. Staff proposed several minor amendments to the CDBG-DR Action Plan for the small rental rehab program, in an effort to incentivize greater participation. Staff also proposed sunseting this program after 6 months, should we continue to struggle to receive applicants and transfer the money set aside (\$2M) for this program to the single family (owner occupied) program.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve amending the CDBG-DR Action Plan for small rental rehabs to require rent control without income verification if approved by HUD. Otherwise, the Action Plan should be amended to qualify the household income of the property owners instead of the renters and raise that to 120% of the Area Median Income (AMI). The Committee also recommended removal of the required 25% renter match (the grant would provide 100%) and sunseting the program after six (6) months after reporting back on our progress.

5. The County issued an RFP to seek proposals from vendors to implement the Business Assistance Program (BAP), of which approximately \$1M has been allocated from the CDBG-DR budget. The County received two proposals.

**ACTION:** The Blue Ribbon Committee unanimously recommended County Council approve the selection of Carolina Small Business Development Fund to implement the BAP on behalf of the County. Funding for this vendor is wholly covered by the grant.

**Staff asks Council to proceed with approving these requests in line with the Blue Ribbon Committee's recommendations.**



**REQUEST OF ACTION**

**Subject:** FY18 - District 8 Hospitality Tax Allocations

**A. Purpose**

County Council is being requested to approve a total allocation of **\$6,000** for District 8.

**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 8 H-Tax discretionary account breakdown and its potential impact is listed below:

<u>Initial Discretionary Account Funding</u>	<u>\$164,850</u>
<u>Amount Previously Allocated</u>	<u>\$114,950</u>
<u>Remaining Balance</u>	<u>\$ 49,900</u>
SC Philharmonic	\$ 6,000
<u>Total</u>	<u>\$120,950</u>
<u>Remaining Balance</u>	<u>\$ 43,900</u>

**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.



**REQUEST OF ACTION**

**Subject:** FY18 - District 4 Hospitality Tax Allocations

**A. Purpose**

County Council is being requested to approve a total allocation of **\$4,000** for District 4.

**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 4 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	\$120,000
<u>Remaining Balance</u>	<u>\$ 44,850</u>
SC Philharmonic	\$ 4,000
<u>Total</u>	<u>\$124,000</u>
<u>Remaining Balance</u>	<u>\$ 40,850</u>

**C. Legislative / Chronological History**

- 2nd Reading of the Budget – May 25, 2017
- Regular Session – October 17, 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.