

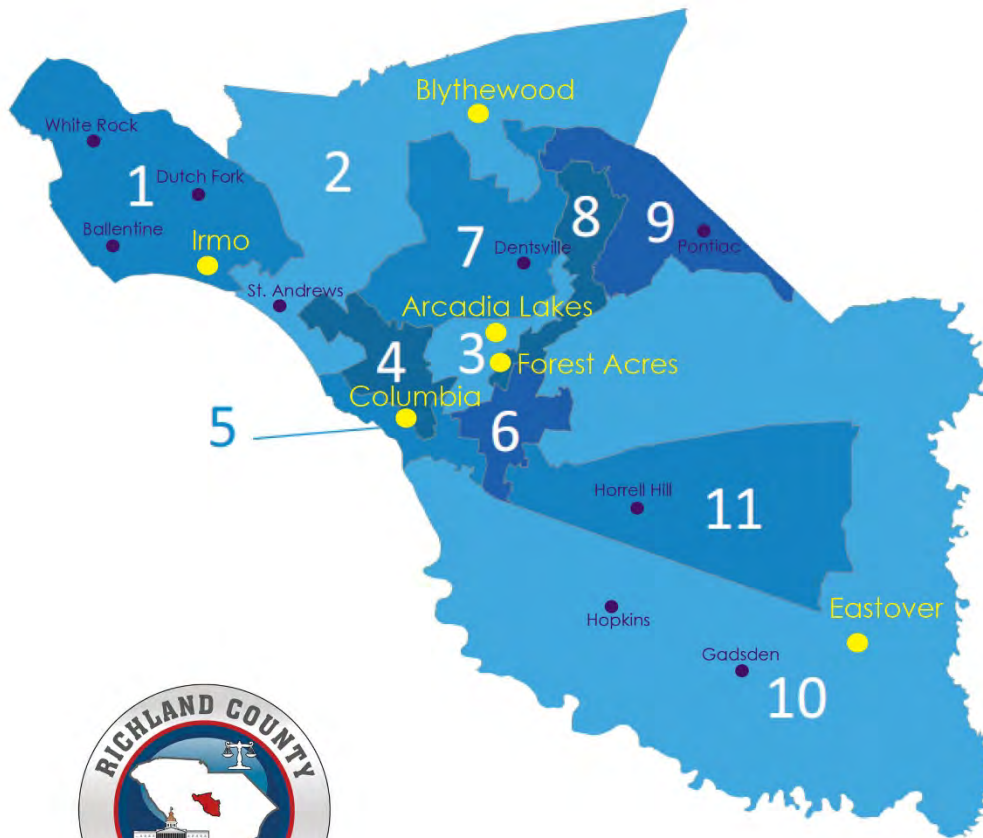
**RICHLAND COUNTY**  
**COUNTY COUNCIL AGENDA**



**Tuesday, JUNE 19, 2018**

**6:00 PM**

# RICHLAND COUNTY COUNCIL 2017-2018



**VICE CHAIR**  
Bill Malinowski  
District 1



**CHAIR**  
Joyce Dickerson  
District 2



Yvonne McBride  
District 3



Paul Livingston  
District 4



Seth Rose  
District 5



Greg Pearce  
District 6



Gwendolyn Kennedy  
District 7



Jim Manning  
District 8



Calvin "Chip" Jackson  
District 9



Dalhi Myers  
District 10



Norman Jackson  
District 11



Richland County Council

Regular Session  
June 19, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

**1. CALL TO ORDER**

The Honorable Joyce Dickerson,  
Chair Richland County Council

- a. Roll Call

**2. INVOCATION**

The Honorable Bill Malinowski

**3. PLEDGE OF ALLEGIANCE**

The Honorable Bill Malinowski

**4. APPROVAL OF MINUTES**

The Honorable Joyce Dickerson

- a. Regular Session: June 5, 2018 [PAGES 10-47]

**5. ADOPTION OF AGENDA**

The Honorable Joyce Dickerson

**6. PRESENTATION OF PROCLAMATION**

- a. Proclamation Honoring Cheryl Goodwin upon Her Retirement for Her Years of Service to Richland County

The Honorable Norman Jackson

- b. A Proclamation establishing 13th Annual National Dump the Pump Day in Richland County, SC on June 21, 2018

The Honorable Paul Livingston

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

Larry Smith,  
County Attorney

- a. Contractual Matter: Huger Street Property

- b. Contractual Matter: Colonial Village Property

- c. Contractual Matter: Library Lease Agreement [ACTION]
- d. Coggins vs. Richland County
- e. Cedar Cove/Stoney Point Sewer Agreement Update

**8. CITIZENS' INPUT**

The Honorable Joyce Dickerson

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

**9. REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR**

Dr, Sandra Yudice,  
Assistant County Administrator

- a. SCDOT Letter RE: Carolina Crossroads Corridor [ACTION] [PAGE 48]
- b. National Association of County Information Officers Awards:
  1. Excellence in the Public Education Campaign category for the Richland Renaissance Project
  2. Excellence in the Video Series category for "The Recap," the monthly video that airs on RCTV and YouTube
  3. Excellence in the Logos category for "Engage Richland," which brands the County's various public events
  4. Meritorious in the Logos category for the flood recovery effort "Returning Home"
  5. Meritorious in the Public Education Campaign category for the flood recovery effort "Returning Home"

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

Kimberly Williams-Roberts,  
Clerk to Council

- a. Budget - Third Reading, June 21, 6:00 PM
- b. Community Relations Council's 54th Anniversary Luncheon, June 27, 12:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street

**11. REPORT OF THE CHAIR**

The Honorable Joyce Dickerson

- a. County Administrator Search Firms
- b. Personnel Matter: Current Assistant County Administrator/Acting County Administrator

- c. Personnel Matter: Clerk to Council Contract

**12. OPEN / CLOSE PUBLIC HEARINGS**

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
  
- b. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H)

**13. APPROVAL OF CONSENT ITEMS**

The Honorable Joyce Dickerson

- a. 18-007MA  
Phil Savage  
RU to NC (3.95 Acres)  
2241 Dutch Fork Road  
TMS # R01507-02-01 [THIRD READING] [PAGES 49-50]
  
- b. 18-012MA  
LM Drucker  
OI to RS-LD (.71 Acres)  
1344 Omarest Drive  
TMS # R07405-06-05 [THIRD READING] [PAGES 51-52]
  
- c. 18-013MA  
Derrick J. Harris, Sr.  
RU to Li (1.83 Acres)

7708 Fairfield Road  
TMS # R12000-02-22 [THIRD READING] [PAGES 53-54]

- d. 18-014MA  
Jermaine Johnson  
RS-MD to MH (.26 Acre)  
7901 Richard Street  
TMS # R16212-12-01 [THIRD READING] [PAGES 55-56]
  
- e. 18-015MA  
Charlotte & Randy Huggins  
RU to GC (.59 Acres)  
Horrell Hill Road  
TMS # R24700-09-02 [THIRD READING] [PAGES 57-58]

**14. THIRD READING ITEMS**

The Honorable Joyce Dickerson

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) [PAGES 59-68]

**15. SECOND READING ITEMS**

The Honorable Joyce Dickerson

- a. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 69-107]
  
- b. An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 108-124]

**16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. Authorizing the Expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters [FIRST READING] [PAGES 125-143]
- b. A Resolution Authorizing a grant of certain funds to Project Feather and the Administration by the County of certain third-party grant funds [PAGES 144-146]

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

The Honorable Bill Malinowski

**18. NOTIFICATION OF APPOINTMENTS**

- a. Accommodations Tax – Five (5) Vacancies (ONE applicant must have a background in the Cultural Industry; THREE applicants must have a background in the Hospitality Industry; ONE is an at-large seat)
  - 1. James Tyler Burns [PAGES 147-148]
- b. Business Service Center Appeals Board - 1 (Applicant must be an attorney)
  - 1. James Tyler Burns [PAGES 149-150]
  - 2. Marcus J. "Marc" Brown [PAGES 151-152]
- c. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from Restaurant Industry)
  - 1. George Whitehead [PAGES 153-155]
  - 2. Bill McCracken [PAGES 156-157]

**19. REPORT OF THE BLUE RIBBON COMMITTEE [PAGES 158-162]**

The Honorable Greg Pearce

- a. HMGP Property Acquisition
- b. HMGP Property Acquisition Appraisal Appeal Review Process
- c. CDBG-DR funds reallocation for Uniform Relocation Assistance (URA)

- d. Change Order Process Amendment
- e. Change Order to Tetra Tech's Current Contract for Costs associated with CDBG-DR implementation

**20. OTHER ITEMS**

The Honorable Joyce Dickerson

- a. FY18 - District 1 Hospitality Tax Allocations [PAGES 163-164]
- b. A Resolutoin to appoint and commission Blane Bryant, Michael Grover, Ryan Hamner, Kathleen Hatchell, Robert Ridgell, Nicklus Wright, and Olivia Wilson as Code Enforcement Officers for the proper security, general welfare, and conveneince of Richland County [PAGE 165]

**21. CITIZENS' INPUT**

The Honorable Joyce Dickerson

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

**22. EXECUTIVE SESSION**

Larry Smith,  
County Attorney

**23. MOTION PERIOD**

- a. Determine if there is any state/federal law that prohibits a county from creating an ordinance that will address the use of plastic bags by commercial entities. If not, create an ordinance that would prohibit the use of plastic bags for use in putting product purchases, with certain exceptions if deemed necessary. Example: many products already come prepackaged in plastic and could not come under these restrictions. [PAGES 166-167]

The Honorable Bill Malinowski  
The Honorable Norman Jackson

**24. ADJOURNMENT**





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



Richland County Council  
Regular Session  
June 5, 2018 – 6:00 PM  
Council Chambers

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

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, Trena Bowers, Michael Niermeier, Nathaniel Miller, Quinton Epps, John Thompson, Brandon Madden, Jennifer Wladischkin, Tracy Hegler, Sandra Yudice, Stacey Hamm, Chris Eversmann, Ismail Ozbek, Laura Renwick, Brittney Hoyle, Jackie Ricks, Bill Peters, Eden Logan, Larry Smith, Michael Byrd, Dwight Hanna, and Art Braswell

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:02 PM.
2. **INVOCATION** – The invocation was led by the Honorable Jim Manning.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jim Manning.

4. **PRESENTATION OF PROCLAMATION**

- a. A Proclamation Honoring the Employees of Richland County Emergency Medical Services – Ms. Dickerson presented a proclamation to the employees of Richland County Emergency Medical Services.

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson recognized the Tae Kwon Do class from Bonnie Forest, Bob Peeler, Fire Chief Jenkins, Dr. Witherspoon, the Sheriff’s Department and Chief Magistrate Tomothy Edmond were in the audience.

**POINT OF PERSONAL PRIVILEGE** – Mr. Pearce recognized the School Board members in the audience.

5. **APPROVAL OF MINUTES**

- a. Special Called: May 14, 2018 – Mr. Pearce moved, seconded by Ms. Myers, to approve the minutes as submitted.

Mr. N. Jackson stated he asked about these Special Called Meeting minutes several times, May 15 and 24, and was told the appropriate to ask questions was tonight, June 5. His question, again, and concern, is that this motion was approved by Council. He spoke to the County Attorney about the contract and

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was told it was as it was read out loud, it would be paid. He is trying to understand. Was the contract paid? Where the funds came from, because he has no idea. What funds the money came from? He understands there was \$500,000 from one fund, \$300,000 from another fund, and \$186,000 from another fund.

Ms. Myers requested Mr. N. Jackson to refer Council to what he was talking about in the minutes.

Mr. N. Jackson stated he is asking clarification of the payment of \$1 million to the Administrator. He would like to know when the money was paid, what date. Who authorized it to be paid. And, what funds did the money come from. He would like to know before he makes any decision. His understanding is nothing should be paid or nothing is finally approved until the minutes are read. And, here we are reading the minutes tonight. If there was no effect for the minutes, then we should not have the minutes. He inquired why we would have the minutes for something. If these minutes' fail, then what happens?

Ms. Dickerson stated she heard Mr. N. Jackson's questions. She requested the County Attorney and the Administrator get the information to him as quickly as possible. She does not think that is something she needs to discuss at this point.,

Mr. N. Jackson stated we are in a public session and he is requesting clarification before he votes. He does not think this should be done secretly. He is asking it publicly. These questions are pertinent to the minutes that we are addressing tonight. At the last meeting, he was told it came from General Funds. They already know the answer, so why should they send an email. He would like to know, publicly, where it came from and when was it paid.

Ms. Dickerson inquired if this is properly before us for discussion, and if not, she will ask something to call for the question, so we can move on.

Mr. Smith stated we can answer some of the questions Mr. N. Jackson has asked, and he will attempt to do that. On the question of the authority to do that, or proceed with the payment, that came from the agreement that Council made a motion to approve.

Mr. N. Jackson inquired about what part of the agreement.

Mr. Smith stated, Paragraph 7, specifically states, "That is was expressly understood and agreed that this agreement will not take effect or be binding on either party unless, and until approved, by a vote of Richland County Council taken in open session. If you recall, whenever we came out of Executive Session, there was a motion made to approve this agreement. That was the first motion and, I think, the second motion that was made was to have Mr. Bettis to execute the agreement. So, the agreement, itself, became binding upon Council vote, pursuant to Paragraph 7 of the agreement. Now in terms of the funds that were paid, and where they came from, he will let the Administrator address that question.

Dr. Yudice stated the funds came from the General Fund and the Insurance Fund.

Mr. N. Jackson stated, for clarification, \$300,000 came from the Insurance Fund.

Dr. Yudice stated she does not recollect the amounts that came from each fund.

Mr. N. Jackson stated there is a \$300,000; \$500,000; and a \$186,000. He thought the \$186,000 was to paid in installments over a year. That was paid in full?

Dr. Yudice stated that was paid in full.

Mr. N. Jackson inquired about the insurance.

Dr. Yudice stated she believes it was also paid in full.

Mr. N. Jackson inquired about how much was insurance.

Ms. Dickerson reminded Council members that on any item they can speak twice and she is going carry that out. She further stated the number of questions on that has been asked. She believes it has been addressed twice. She is following the rules.

Mr. N. Jackson stated Ms. Dickerson is trying to stop him from his questions. This is one time, not twice. This is the first time he signed up to speak and he still has the floor. When he relinquishes the floor, then he will have another chance for a 2<sup>nd</sup> time. He stated he can ask a 100 questions and it is still the first time.

Mr. Hayes stated \$185,000 was paid out of the County Administrator's General Fund budget and \$800,000 was paid out of the Risk Management Fund.

Mr. N. Jackson inquired as to where the insurance was paid from.

Mr. Hayes stated that would go against the Health Insurance Fund, Fund 1891.

Mr. N. Jackson inquired as to how much that was.

Mr. Hayes stated he would have to get that for Mr. N. Jackson.

Mr. N. Jackson stated his understanding is the County's policy says, nothing is approved until the minutes are read. Therefore, if we approve a contract, but then we are going to read the minutes after to approve the minutes, and if the minutes' fail, then what happens.

Mr. Smith stated the County's policy does not say nothing is final until the minutes are approved. What the rules say is that a person that voted on the prevailing side would have an opportunity to make a motion for reconsideration at the next meeting, should Council want to reconsider the matter. However, in this particular case, the Council made a decision to make the terms and conditions of this agreement binding upon your vote, in open session, on May 14<sup>th</sup>.

Mr. N. Jackson stated, for clarification, that this cannot be reconsidered. He stated it was never reconsidered. He inquired of the Clerk 's Office if this item was reconsidered.

Ms. Onley responded that it had not been reconsidered.

Mr. Malinowski stated, for clarification, why the \$800,000 came from the Insurance Fund (Risk

Management).

Dr. Yudice stated it was considered a claim.

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

Opposed: N. Jackson, Malinowski, and Rose

Abstain: Manning

The vote was in favor with Mr. Manning abstaining.

- b. Regular Session: May 15, 2018 – Mr. Livingston moved, seconded by Ms. Myers, to approve the minutes as submitted.

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

The vote in favor was unanimous.

- c. Zoning Public Hearing: May 22, 2018 – Mr. Manning moved, seconded by Ms. Myers, to approve the minutes as submitted.

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

Abstain: C. Jackson

The vote in favor was unanimous with Mr. C. Jackson abstaining.

- d. Special Called Meeting: May 24, 2018 – Ms. Myers moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

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

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Dr. Yudice stated under the Report of the Chair, Item 11(c), we are requesting the work session be held on July 10<sup>th</sup> instead of June 19<sup>th</sup>.

Ms. Dickerson inquired if there was a request to change the date.

Dr. Yudice responded in the affirmative.

Ms. Dickerson inquired as to who requested the change.

Dr. Yudice stated she tried to call and send an email to the Chair requesting the date be changed because we are

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June 5, 2018

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in the process of reviewing the Capital Improvement Program for the Utilities Department. In this work session we need to present that as part of the presentation on the Utilities and Sewer Rates. The review will not be completed until early July.

Ms. Dickerson stated she thought Item 7(c): “Proposed Cedar Cove/Stoney Point Sewer Agreement” should be included in the work session.

Dr. Yudice stated 7(c) is an update on the discussions with the neighborhoods.

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

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

The vote in favor was unanimous.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Employee Grievance
- b. Potential Opioid Litigation
- c. Proposed Cedar Cove/Stoney Point Sewer Agreement
- d. Contractual Matter: Property Acquisition
- e. Personnel Matter: Current Assistant County Administrator/Acting County Administrator
- f. Personnel Matter: Clerk to Council Contract
- g. An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto
- h. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Reign Living LLC; and other related matters

Proposed Cedar Cove/Stoney Point Sewer Agreement – Mr. Smith stated we have met with the legal representatives, along with representatives from the community. We have come up with what we think is a path forward to getting an agreement done. We have worked, we believe, the legal framework, as well as the operational and technical issues. We are going to be exchanging information and then coming up with a draft agreement, which will be brought back to Council. The representatives of Cedar Cove and Stoney Point intend to take the draft agreement back to their homeowners’ association, as well.

Mr. Malinowski stated that both of the personnel matters are under 11(a).

Mr. Livingston moved, seconded by Ms. Myers, to go into Executive Session.

In Favor: McBride, Livingston, Rose, Pearce, and Myers

Opposed: Malinowski, Dickerson, Kennedy, Manning, C. Jackson and N. Jackson

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The motion failed to go into Executive Session.

An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Cromartie stated the item before you is the ordinance regarding the Richland Renaissance. It is an ordinance regarding 3<sup>rd</sup> Reading of the BANs for the Renaissance. It is the recommendation of co-bond counsel that you take one particular action out of 3 possible options. With respect to the ordinance, you can defer the ordinance and keep the ordinance on the same schedule as the project; you could enact the ordinance with the understanding that the debt will not be issues until such time as the money is needed; or you could vote down the ordinance. It is their recommendation, given that the project has been deferred, that you keep the financing for the project on the same path as the project.

Mr. Manning moved to accept that recommendation.

Mr. Malinowski requested to hear the recommendation again.

Mr. Cromartie stated the 3 options that Council has, with respect to the Renaissance Ordinance before you this evening for 3<sup>rd</sup> Reading, are to vote down the ordinance; to go ahead and move forward with the ordinance with the understanding that the funds will not be issued until they needed; or to defer tonight's ordinance until said time that the project comes out of its deferment. They recommend Council defer the financing for the project until the project is no longer deferred.

Ms. Dickerson inquired, for clarification, if that was Mr. Manning's motion.

Mr. Manning responded in the affirmative.

Mr. Pearce stated we are getting advice that item would not come up until later.

Mr. Cromartie stated he was making reference to the item and the public hearing. We would defer both the public hearing and the item.

Mr. Pearce stated that would come out...we're having what in effect is an Executive Session discussion. We would come out and vote for it at an appropriate time. We would not vote for it now. He stated it is not properly before us until it comes up on the agenda.

Mr. Manning moved that we go to the next item on the agenda.

Mr. Livingston moved to go into Executive Session to discuss Item 14(c), which is an Economic Development item.

Ms. Myers stated she wanted to ask Mr. Cromartie to explain the difference between his recommendations for (b) and (c). She stated (b) also works a deferral; (c) is more indefinite. She wanted to understand what distinction he is making between the two.

Mr. Cromartie inquired, for clarification, between 14(b) and 14(c)?

Ms. Myers stated between your recommendation (2) and (3).

Mr. Livingston stated, since that item was not an Executive Session item, it was placed on the agenda as 14(b) and that is when we should take it up, not now.

Ms. Dickerson stated we can take it up when we get to that item under 14(b). Then we will vote on it at that particular point and time. She instructed Mr. Cromartie that he may have to hang around since Council did not go into Executive Session.

Mr. Livingston stated we have the recommendation.

Ms. Dickerson stated we have the recommendation, but we may have additional questions.

Mr. Cromartie stated Councilwoman Myers asked for him to distinguish between recommendation (b) and (c).

Mr. Pearce stated, for clarification, he agrees with Ms. Myers. At the point that this item comes up, he would like for Mr. Cromartie to come back and explain those things again before we vote because he is not clear either.

Ms. Dickerson stated she was getting ready to ask Mr. Cromartie if he could stay around until we get to that item, so if we have any further questions we will be able to ask them.

Mr. N. Jackson stated, for clarification, since we did not go into Executive Session, why did we take up if we have to wait until Item 14.

Ms. Dickerson stated she followed the rules and kept on going.

Mr. N. Jackson stated, his question was, if we did not go into Executive Session, we are saying that Mr. Cromartie cannot say anything until we get to the item. If that is the case, we should not have addressed it.

Ms. Dickerson stated, the fact of the matter, is it came under the Attorney's Report. Right now it is under the Attorney's Report.

Mr. N. Jackson stated his clarification was because we did not go into Executive Session, he guessed we should not address it because now they are saying Mr. Cromartie has to wait until they get to 14.

Ms. Dickerson stated we would still have to wait until we get to 14 to take it up when we get to that item.

Mr. N. Jackson stated, that is what he is saying, we should not address anything because we did not go into Executive Session.

Ms. Dickerson stated we will take up the next item. The 2 items he put up here, we voted not to go into Executive Session on. We will just have to take them like it is.

Mr. Manning moved, seconded Mr. N. Jackson, to reconsider the agenda and move this item up to 9.

Mr. Malinowski stated that is a very wise motion by Mr. Manning because this is an outside attorney. Rather than have him wait and pay him to sit there, let's move forward with it.

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

Opposed: Dickerson and Pearce

The vote was in favor.

Mr. Manning moved to accept the agenda with the change of moving Item 14(b) to wherever we are on the agenda.

Mr. Cromartie stated not to confuse it, but the original concept was 14(b) and (c). As you have 2 sets of counsel.

Mr. Manning stated his motion right now is 14(b). He moved to make that become Item 9. Where is the attorney? No, Item 7...what item were we talking about right before we did this.

Ms. Dickerson stated this is under Mr. Smith, the attorney's report. We had 2 items to go into Executive Session on. They failed. That means because we did not go into Executive Session on those 2 items, it is up to Mr. Smith, since we have outside counsel, and the way it is listed on the agenda, is that those items when they come up being under his report she thought we would have went into Executive Session and came. When we came back out here, we would have voted when we got to that. Is that the proper procedure?

Mr. Smith responded in the affirmative.

Ms. Dickerson stated since we have amended the agenda to bring this item up and take it up now because we have outside attorneys, that we will vote on item 14(b). That is one that is currently before us with the amended agenda. Is that correct?

Mr. Smith responded in the affirmative.

Ms. Dickerson stated with that correction, she will entertain a motion to take that item up.

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

The vote in favor was unanimous.

Mr. Pearce requested Mr. Cromartie to restate the 3 options.

Mr. Cromartie stated Council has before them an ordinance authorizing the issuance of not to exceed \$20 million in General Obligation Bond Anticipation Notes regarding the Richland Renaissance project. It is up this evening for Third Reading and Public Hearing. That project has been deferred. Council has 3 options with the project being deferred. The options are: (1) defer Third Reading and Public Hearing and keep the same schedule for the financing of the project as the project itself. Since the project has been deferred, then you could also defer the financing; (2) Go ahead and enact the ordinance. Continue with the ordinance Third Reading and Public Hearing with the understanding that the debt will not be issued until such time that the money is needed; and (3) Vote down the ordinance all together. It is the recommendation of co-bond counsel that you keep the financing for the project on the same path as the project itself, so you defer the Third Reading and Public Hearing until such time as you have started to move forward with the underlying project itself. The distinction

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between deferring, along with the project, or moving forward this evening, with the understanding that you will not issue the debt until such time as the money is needed, is very subtle. You would be taking an action upon something you have decided not to take action on. You would be saying you want to issue debt on a project that you have not decided to proceed with, at present. While you would not have any real economic impact, the idea would be what happens in the event that the Richland Renaissance Project does not come out of being deferred. What would be the harm in waiting to make a decision upon its financing if you have no idea what is going to happen with the underlying project? There would be no benefit to not deferring and you have better parody, by doing so.

Ms. Myers stated, on option 2, we would issue no debt until needed, on option 1, we would indefinitely defer, and option 3, we would vote it down. So, that takes it to a different posture than the deferral of 2 weeks ago. So, they would not be on a parallel track. That was the core of her question.

Mr. Cromartie stated, if you vote it down, that is a completely different track because you would not have any financing.

Ms. Myers stated or the opportunity for financing. She inquired why they are recommending that we vote it down completely, when that is not the posture of where we are.

Mr. Cromartie stated he was not recommending that you vote it down at all. We have 3 options, and they are recommending the deferral, which is option 1.

C. Jackson stated, with the deferral motion, which is before us, are we still in a financial obligation state, in regards to the \$20 million that we have authorized in the bond anticipation notes, in the sense that we would have an interest payment to make, at some time in the future.

Mr. Cromartie stated, not at all, because you have not had Third Reading and a Public Hearing. You have just had 2 decisions. This would have been the one, whereby you would have said you approve the issuance of the BANs. But even then, as was suggested in option 2, we would not issue any debt until the funds were needed. But, under option 1, the recommendation is do not even take that action on an underlying project, which you do not know what the ultimate end is going to be.

Mr. C. Jackson stated, he thought, if we got the money, it was in the bank and drawing interest, there was an obligation on our part that we could not make a profit off of the bond itself.

Mr. Cromartie stated we are not talking about drawing down any funds for Renaissance. We are not talking about drawing down debt for the Renaissance Project.

Mr. C. Jackson stated, so there is no authorization, up to this point, to access those dollars, which means we have not actually gotten those dollars in our account.

Mr. Cromartie stated you have not.

Mr. Manning stated, the motion is, this Council accept the co-bond's recommendation that we defer Third Reading and the Public Hearing to keep it on the track of the deferred Renaissance vote from the last meeting.

Mr. Malinowski stated, while you are saying, we defer this particular action, we are deferring it for this dollar amount. Since the Renaissance Program is also deferred, we do not know what will happen in the future

regarding the Renaissance Program. What if it is decided in the future we need \$30 - \$40 million, and not \$20 million. And what if we only need \$5 - \$10 million, and not \$20 million. Does this somewhat lock us into the \$20 million? Can that be changed, at that time?

Mr. Cromartie stated you can amend the ordinance based upon what comes out of the project. And, what comes out of your decision, with respect to the underlying project.

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

The vote in favor was unanimous.

Mr. Livingston moved, seconded by Mr. Pearce, to go into Executive Session to discuss 14(c), which is an Economic Development item.

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

Opposed: Malinowski, Dickerson, McBride, Manning and N. Jackson

The motion failed.

Mr. Smith stated certainly Council has the discretion, if they wish, to either discuss these things in open session or go into Executive Session. He would just say, on this particular issue, there is an underlying pending litigation, related to this. He wanted to make sure that was a part of his explanation to the Council, as to why we made the recommendation to go into Executive Session, on this item. To the extent that Council wants to have Mr. Jones, the attorney involved in the matter, address the matter at the appropriate time, he will do so.

Mr. Pearce moved, seconded by Mr. C. Jackson, to reconsider.

Mr. Manning stated, as a point of clarification, he is not sure if the people that made the motion for reconsideration were on the prevailing side.

Mr. Pearce inquired if on a tie vote you can make a motion.

Ms. Dickerson stated she was going to rely on Mr. Smith, on this particular one, because she is not sure how to address it since it was tie vote.

Mr. Pearce stated the vote is considered on the prevailing side, so the motion would have passed.

Ms. Dickerson stated, she thinks we were discussing this before, and she asked for clarification on this. She really needs clarification if a person vote or do not vote, and whether they are on the prevailing side to do a reconsideration.

Mr. Smith stated your rules stated that if a person is seated and they do not vote, they do not cast a vote, their vote is considered to be on the prevailing side, but you have to determine what the prevailing side is. We have had this question come up, and he thought we had something in the Rules Committee.

Ms. Dickerson stated it has not come out of Rules Committee yet.

Mr. Smith stated you had asked the Legal Department to address this issue, and we presented the information to the Rules Committee.

Mr. Manning stated, so the fact that it did not pass, is the people that voted for it not to pass not on the prevailing side. It seems to him that one side wins and losses, and the side for not doing it is what won. And what wins, tends to be the prevailing. But, if your thing is it did not pass, so there is no prevailing side. If there is no prevailing side, then he does not think you can reconsider because it was a nothing because there was not a prevailing side.

Ms. Dickerson requested, since the motion was a 5-5, and it failed, Mr. Smith's expertise on this matter.

Mr. Smith stated, he is not sure what the recommendation was to the Rules Committee, in regard to this.

Ms. Dickerson stated she just needs to know how to proceed where we are right now. She does not know what the recommendations were in that committee, so until that comes out that will not be properly before us. Mr. Smith just needs to tell us what we need to do to move this item forward and get action on this item.

Mr. Smith stated he would recommend, at this point, since the Council indicated they did not want to go into Executive Session, we simply hear from Mr. Jones, at this point. And, Mr. Smith requested Mr. Jones come down.

Mr. Manning requested that Mr. Jones either hold the litigation part of this until the end, and then just stop talking, and if he was on the prevailing side, which he thought he was, he would make a motion, at that point, to go into Executive Session. Or, if Mr. Jones feels like we need to hear the litigation piece first, he would be glad to do a reconsideration motion and we can go talk about that. The concern he has is, he does not want to go into Executive Session for the whole kit and caboodle, when just the litigation part seems to be why we would go into Executive Session.

Ms. Dickerson stated this item for Executive Session seems to be a pick and choose, whenever we decide to pick and choose, when it is to our convenience. This Council voted not to go into Executive Session on this item, and that is what she is going to entertain, at this moment. Mr. Smith has decided to call Mr. Jones forth. She is going to leave it to Mr. Jones discretion to know how to present this item to us in open session.

Ms. McBride stated an important piece was left off, regarding this item, in terms there is litigation involved, so we were not aware of the litigation part when we voted. In the future, if we could be aware of it, it would help with the decision.

Mr. Pearce inquired if there were any other motions appropriate to be made, at this time.

Ms. Dickerson stated she would say not.

Mr. Livingston inquired, as to why not, since the item is still properly before Council.

Mr. Pearce appealed to the parliamentarian.

Ms. Dickerson stated Mr. Pearce is asking where we are on this vote, and whether a substitute motion can be made, at this time.

Mr. Smith stated he was just speaking with Mr. Jones regarding the potential of deferring this item; however, it is his understanding this item also is being taken up by the City, so it becomes time sensitive from that perspective.

Mr. Pearce stated his motion was going to be to defer the item.

Mr. Dickerson stated she would yield to Mr. Smith, as her attorney, and she thinks Mr. Smith would have the last word, not me because he is the attorney. He would refer to him as being our legal parliamentarian to make sure that we do this properly and that this stuff is properly before us. She was not going to, but since her attorney has said that she could entertain that part, she entertained Mr. Pearce's motion.

Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item to another meeting.

Mr. Smith stated the motion that failed was to go into Executive Session. And, now Mr. Pearce is making a motion to defer the item.

Mr. Livingston stated according to Roberts Rules, what determines whether something is on the prevailing side, or not, is simply whether it passed or failed. If it passed, then those who voted for it to pass are on the prevailing side. If it failed, those who voted for it fail are on the prevailing side. So, those folks had an opportunity, should have, and could have, voted to reconsider.

Mr. Pearce withdrew his motion.

Mr. Manning moved, seconded by Mr. Pearce, to reconsider going into Executive Session.

Ms. Dickerson stated her problem with that is the 5-5 vote, and it failed. In her opinion, she does not know whether you have a right side or a wrong side.

Mr. Manning stated you have 2 sides, and a person from each side is asking for reconsideration.

Ms. Kennedy requested that we do a re-vote and let her vote this item.

Mr. Smith stated, obviously, Council operates under your own rules. The Council Rules lack any clarity, as it relates to this particular issue, and that is why we have sent the information to the Rules Committee to see how the Council wants to address this. To Mr. Livingston's point, to the extent that Roberts does address, and there is a provision in Council Rules that basically says, "that if your rules lack any clarity, you would refer to Roberts." So, he agrees with that part of what Mr. Livingston has said. So, if that is what Roberts said, then he is correct.

Ms. Dickerson stated she hopes she gets what she needs to move this item forward.

Mr. Manning reconfirmed his motion to reconsider going into Executive Session, seconded by Mr. Pearce.

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

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

Mr. Manning moved, seconded by Mr. Livingston, to go into Executive Session to hear the litigation portion of this item before us.

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

Opposed: Dickerson, Myers and C. Jackson

The vote was in favor.

Mr. Manning moved, seconded by Mr. Pearce, to reconsider the agenda.

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

The vote in favor was unanimous to reconsider the agenda.

Mr. Manning moved, seconded by Mr. Pearce, to approve the agenda with the change of moving Item 14(c) up to what we are currently dealing with at the moment.

Ms. Dickerson stated under the Report of the Attorney.

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

The vote in favor was unanimous to amend the agenda.

Mr. Pearce moved, seconded by Mr. Malinowski, to deny.

Mr. Jones stated, it is his understanding, the City of Columbia has adopted its ordinance at its meeting earlier today.

Mr. N. Jackson stated they elected to move forward.

Mr. Jones responded in the affirmative.

In Favor: Malinowski, Rose, Pearce and Manning

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

The motion failed.

Mr. Livingston stated the Economic Development Committee recommended approval.

Mr. Pearce stated Council took a vote that we would not approve any additional student housing projects. The vote was made on Tuesday, October 10, 2016. It was a very strong vote that we felt there were too many factors that related to student housing and incentivizing student housing was not consistent with our Economic Development policy. It concerns him greatly now that we have overturned that and we are back in the business of providing incentives for student housing. He believes this is an inappropriate move on the part of the County.

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It is obviously going to pass, and if that be the will of the Council, so be it.

Mr. Malinowski echoed Mr. Pearce's comments.

Mr. N. Jackson stated he agrees with Mr. Pearce. We made a decision. The City reneged after they agreed with us. He has concerns about the influx of student housing. Most of the developers are not from Richland County, or even the State.

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

Opposed: Malinowski, Rose, Pearce, Kennedy, Manning and N. Jackson

The motion failed.

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

Ms. Jocelyn W. Brannon thanked the County for the Home Refurbishment Program on behalf of her mother.

9. **REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR**

- a. Columbia-Richland Fire Strategic Plan – Chief Jenkins stated he wanted to introduce the Strategic Plan for the Columbia-Richland Fire Rescue. This is a Strategic Plan that has taken many setbacks. When we tried to get it started, we had the flood, so it took a backseat. The Center for Public Safety Excellence, which worked with the International Association of Fire Chiefs, the International City/County Management Association, the International Association of Firefighters and the National Protection Association assisted with the plan. They did an email blast to community leaders, businesses, and schools, and there were 8 people willing to participate. These individuals met with the external stakeholders. The external stakeholders came up with some concerns, expectations, and also gave the Fire Service some praise. They took what they received from the external stakeholders and presented it to the internal stakeholders, which was fire personnel from every rank, including volunteers. They came up with their mission, value and vision. They looked at the core programs and services. They looked at other stakeholders, which are agencies they work with. They looked at their strengths and weaknesses. Once they looked at all that, they came up with a plan. There are 9 goals, and each one of those goals has several objectives. None of the goals have been assigned to personnel. They are going to meet to talk about assigning the goals, so they can be met. The biggest thing from the community is they want a good flowing Fire Service. They have praised not only the Fire Service, but the County and the City for their partnership. He reassured Council that there are no plans to combine Fire Service and EMS. There is a plaque that will be hung in each station that has the mission, goals and values.

Mr. Pearce stated he and the Chief have spent a lot of years working on the Fire Contract. He requested assurance that they will continue to work vigorously with volunteers to try to increase the number of volunteers in the rural fire service.

Chief Jenkins stated they just hired a Volunteer Coordinator, which he has great expectations in. He is from Greenville, is very excited about being here and is working with the volunteer officers. Chief Jenkins stated, as long as he is the Fire Chief, if anyone does not want to work with volunteers they cannot work in the department. It is much needed and we are going to continue to push to make sure

we are taking care of the volunteers in the rural areas.

Mr. Pearce stated, as you recall, we had a uniquely urban service fire model and a uniquely rural service fire model, and sometimes those 2 did not mesh up.

Chief Jenkins stated that if you are going to have a great flowing body the department has got to be one. We cannot look at it on one side as being one thing and look at another side as being something else. It has got to be one. We have got to always work together, and that is our goal. The last goal is to be accredited, so all of that is going to come into play, if we want to be accredited.

Mr. Malinowski inquired how the communities were selected and notified about this process.

Chief Jenkins stated they sent out correspondence. He is not sure where all they went too, but he knows they sent out a number of correspondence.

Mr. Malinowski stated he wanted to know who participated and where the invites went, which can be provided to him later. He stated he is a little concerned about what was mentioned about hiring a Volunteer Coordinator. It is his recollection that about 4 years ago, at Retreat, we were told a Volunteer Coordinator was hired, at quite a great expense, and the results from that Coordinator were basically nil. He hopes there is better coordination this time.

Ms. Kennedy stated she is still concerned about the fact that her residents do pay taxes, and we do have a stake in the fire department. She stated her fire stations are not open, most of the time. It concerns her, in certain areas, the fire stations are always open. Do you not anticipate the people in District 7, and some of the other rural areas, will not have fires, and if they do, is it not important those stations are open and there?

Chief Jenkins stated he is not sure why the station would not be open.

Ms. Kennedy stated, if they are open, there is nobody there.

Chief Jenkins stated sometime they experience large call volumes. The trucks run on accidents, medical calls, fires, etc. So, you may go by several stations where the crew is not there, and they are probably at a fire somewhere. He stated he knows her district, and he will double check to make sure they were not on any type of calls. They do run a lot of calls.

Ms. Myers inquired about how many total fire stations there are.

Chief Jenkins stated there are 32 stations. Two of them are satellite stations, which means they have no personnel, but house equipment. The volunteers go by the station and pick up the equipment.

Ms. Myers inquired as to where those 2 stations are located.

Chief Jenkins stated one is in District 7 (Cedar Creek) and District 1.

Ms. Myers inquired, of the 30 continuously manned fire stations, how many of them are within the limits of the City of Columbia.



Chief Jenkins stated you have 20 County stations and 12 City stations.

Ms. Myers stated, of those stations, with regard to the number of stations that are manned by volunteers vs. paid staff, what is the disbursement of that.

Chief Jenkins stated some stations have 2 paid people to drive the engine, tanker and, as needed, the brush truck. Then 4, of those stations, have a driver and rescue in them. The rest in the County would have a full crew in it.

Ms. Myers stated she echoed Mr. Malinowski's questions about who contributed to it, but she has some fundamental questions about plans for development of new stations. Obviously, with a third of the stations within the City limits, with the County being so disparate that provides the opportunity for it to be difficult to get to a fire. As you well know, the 29061 zip code has more deaths, per fire incident, than any other zip code in the County. She is concerned part of the reasoning for that is not the need for a smoke alarm, but for someone to timely to a fire and put it out. She was concerned with the last presentation, when we discussed this, where you said the system is so integrated that there was a call that came from a fire in Eastover that answered by a truck that came off of Elmwood Avenue. She stated, for her, she does not want that truck to be the one that answers her house fire because it is going to take forever to get there, and by the time it gets there, my house will be gone. She appreciates the system is integrated. She appreciates they are working seamlessly together, but this plan needs to be sure that there is coverage in Mr. Malinowski's area that matches what is in Mr. Rose's area that matches what is in Mr. N. Jackson's and mine. It is not as if we are charging people less in taxes to have fire service, depending on where they are living. She understands the density is different, but we have got to do a better job of getting fire stations and trucks, that can reach them timely, in these places that are more disparate. She requested the plan be revisited with a more integrated approach and involvement around the County. She is not certain 8 people that responded to an email blast is right sampling for something this critical that everybody's lives depend on. She requested the same information that is going to be provided to Mr. Malinowski, and for a more robust look at the strategic plan that we will be bound by for the next 5 years, that includes some discussion with a wider spectrum of people across the County.

Chief Jenkins stated sometimes you do not get that much response from people wanting to be a part of the strategic plan. Then some people that committed, did not show up. He stated, in response to Ms. Myers statement about the system, that the system is so robust that we had a fire on 601, and we had trucks from Harbison respond. Not because no one responded, but because of the magnitude of the fire. We had to bring in other companies, as well. Any time a truck goes out from a station, we back that station up. We will put a City truck in a County, if that County station is out on a fire. So, we make sure we back all the areas up, no matter where it is. He stated he does have a plan, and he thinks he talked with Ms. Myers about adding more personnel in the Lower Richland area.

Ms. Myers thanked Chief Jenkins for the effort. Clearly, it is a robust effort. Her point is, it is not just personnel, it is the positioning of stations in the right place, that can get to a fire quickly. She understands you may end up with 6 trucks at a fire, but the question becomes how quickly does the first truck get there that has water and is able to put out the fire. Instead of what time does the last one get there, and what do they do when they get there. Given the stats, with the 29061 zip code having the highest numbers of deaths from fire, of any zip code, that tells us there is some indication that there is room for improvement. She is not suggesting the only room for improvement is a new fire station, but she is suggesting we need to look at it in a more robust way than 8 random volunteers. And, put some

serious thought and time on it.

Mr. Malinowski inquired if the County Coordinator is Mr. Michael Byrd. The only thing he see for the County, on the organizational chart, is on the left side. There is an Assistant Chief of Professional Services, Staffing and County Coordinator.

Chief Jenkins stated the County Coordinator is the Volunteer Coordinator.

Mr. Malinowski inquired as to where the County comes in.

Chief Jenkins stated there is not a, per se, label of a County person. Everybody on the list works for the City and County.

- b. Recognition of Richland County Fleet Manager, Bill Peters – Dr. Yudice stated Mr. Peters has put the County on the map because he has done an excellent job of managing the fleet.

Ms. Hoyle recognized Bill Peters on the County’s Fleet Service being named the 15<sup>th</sup> Best Fleet in the Americas. This is an immense achievement considering there are over 38,000 public fleets in North America alone. Richland County’s impressive ranking is a testament to the hard work and dedication of the Fleet Management staff, which is comprised of 2 employees, Bill Peters and Jaci Ricks.

- c. Assignment of Solid Waste Collections Contract – Dr. Yudice stated on May 16<sup>th</sup> the received notification from Waste Management of its intention to acquire the assets of All Waste Services. Waste Management has indicated the desire to extend the expiration of the current service contract to match the Area 6’s contract, which will expire on February 28, 2022. Staff recommendation is that Council approve the assignment of the contract extension from All Waste Services to Waste Management.

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

Mr. Malinowski inquired if this will conflict with the rule that no one company can have more than 2 areas.

Dr. Yudice stated it will not conflict.

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

The vote in favor was unanimous.

Mr. Pearce inquired, for clarification, if the motion referred to both contracts.

Dr. Yudice responded in the affirmative.

- d. Payment of Chao and Associates Reimbursement for Land Acquisition – Dr. Yudice stated, if Council recalls, Council directed staff to request reimbursement \$126,010 from Chao & Associates. We sent a letter to them on May 4<sup>th</sup> with a deadline to submit payment no later than May 25<sup>th</sup>. On May 14<sup>th</sup>, Chao & Associates sent a response to the May 4<sup>th</sup> letter. In the letter, they indicated they would reimburse the

County for that amount; however, that is provided the County pay \$276,682.04 for the work they have completed on County-owned property, and their property. In addition, they requested the County purchase the property from Chao & Associates for \$126,010 within one year of the date of the letter. Staff's recommendation is to stay with Council directive provided on May 1<sup>st</sup>, which requires Chao & Associates to reimburse the County \$126,010.

Mr. Malinowski moved, seconded by Ms. Dickerson, to approve staff's recommendation outlined on p. 100 of the Council agenda.

Mr. N. Jackson stated, his understanding of this project initially was that, Chao & Associates was supposed to pay back \$120,000 for the property they purchased, wherein they received a check from the County for \$136,000 to purchase the property. Council decided, as discussed in Executive Session, that Chao would reimburse the County. Where do we go from there? And, why is this project still on hold because Council did not make a decision to cease and desist on the project. But, he received a letter to cease and desist and the project has been on hold ever since. We instructed the former Director to release the cease and desist because that was not Council's directive, just the land. He would like to know when a letter will go out, so the project can continue. The money has been encumbered. The project is sitting there and there are other parts of the project that needs to move forward.

Dr. Yudice stated the recommendation is to continue with Council's directives of May 1<sup>st</sup>, which is stated on her May 4<sup>th</sup> letter.

Mr. Livingston requested the status of the project, and also if the land that was purchased under Chao is vital to the success of the project.

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

Opposed: Kennedy, Manning and N. Jackson

The vote was in favor.

- e. Contractual Matter – Property Acquisition – This item was taken up in Executive Session.

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

- a. Upcoming Budget Meetings: June 7 - Public Hearing and 2<sup>nd</sup> Reading of the Budget; June 14 – 3<sup>rd</sup> Reading of the Budget, 6:00 PM, Council Chambers – Ms. Roberts reminded Council of the upcoming budget meetings on June 7<sup>th</sup> and 14<sup>th</sup> at 6:00 PM.
- b. Community Relations Council's 54<sup>th</sup> Anniversary Luncheon, June 27, 12:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts reminded Council of the upcoming Community Relations Council Luncheon on June 27<sup>th</sup>.

11. **REPORT OF THE CHAIR**

- a. Personnel Matter: Current Assistant County Administrator/Acting County Administrator – This item was taken up in Executive Session.
- b. Personnel Matter: Clerk to Council Contract – This item was taken up in Executive Session.
- c. Council Work Session – Utilities and Sewer Rates, July 10, 2:00 – 4:00 PM, 4<sup>th</sup> Floor Conference Room – Ms. Dickerson stated the work session date has been changed to July 10<sup>th</sup>.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto – The public hearing was deferred until the Renaissance Project is back before Council for action.

13. **APPROVAL OF CONSENT ITEMS**

- a. 18-007MA, Phil Savage, RU to NC (3.95 Acres), 2241 Dutch Fork Road, TMS # R01507-02-01 [SECOND READING]
- b. 18-012MA, LM Drucker, OI to RS-LD (.71 Acres), 1344 Omarest Drive, TMS # R07405-06-05 [SECOND READING]
- c. 18-013MA, Derrick J. Harris, Sr., RU to LI (1.83 Acres), 7708 Fairfield Road, TMS # R12000-02-22 [SECOND READING]
- d. 18-014MA, Jermaine Johnson, RS-MD to MH (.26 Acre), 7901 Richard Street, TMS # R16212-12-01 [SECOND READING]
- e. 18-015MA, Charlotte & Randy Huggins, RU to GC (.59 Acres), Horrell Hill Road, TMS # R24700-09-02 [SECOND READING]
- f. Airport Planning and Engineering Consultant Selection
- g. Recommended award of electronic waste (e-waste) recycling contract
- h. Meridian Dr./Miramar Dr. Sidewalk Project

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

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

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- a. 18-008MA, Tony Cates, RU to GC (17.3 Acres), 1045 Marina Road, TMS # R02414-01-04 – Mr. Malinowski moved, seconded by Ms. Myers, to approve this item.

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

Opposed: Rose

The vote was in favor.

- b. An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto – This item was deferred under the Report of the Attorney.
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Reign Living LLC; and other related matters – This item was taken up under the Report of the Attorney.

15. **SECOND READING ITEMS:**

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – Mr. N. Jackson moved, seconded by Mr. Livingston, to approve this item.

Mr. Malinowski recalled that Council was requesting the Auditor's input on this item. This could be something that changes the way the County does business with all millage agencies, if this ordinance is repealed. He stated Council wants the Auditor's opinion and input on how this will affect overall millage during the budget process.

Mr. Brawley stated the school districts are a millage agency, so if you do anything outside what is customary, as being done for the millage agencies, you are making an exception. His personal opinion is, and he has told both of the school districts, he thinks they would like fiscal autonomy. This kind of moves them toward fiscal autonomy by getting around the intent of the statute in State law. If they

would like to have fiscal autonomy they should go to the Legislature, so they can secure that. But, until that, because they are a millage agency they should be treated as a millage agency.

Mr. Malinowski stated he still feels this is like saying, "Hey, dad. I'm going out tonight, can I have some money? Well how much do you need, son? Well how much is in your pocket? A hundred dollars. Ok, good I'll take that." That is the way he sees this request. They want everything they can possibly have coming without having to submit an actual budget of what they need. Again, we come down to needs versus wants. They want all of this, but they do not necessarily need it.

Mr. Livingston requested a time to come and sit down with the Auditor. One thing that is not clear to him is how we are dealing with anticipated fee-in-lieu revenue with this particular situation.

Ms. Dickerson dittoed what Mr. Livingston said.

Ms. Myers inquired if there are any legal issues with us allowing the districts to do this. She does not oppose it, but she wants to be clear when we do it there is nothing that needs to be changed, other than this in our ordinances, and we are writing this in a way that we are consistent with State law.

Mr. Smith stated his office received a copy of this ordinance last Thursday. They have been researching what the school districts are requesting of the County. To be clear, on p. 194, subparagraph (b), what they are asking is that the Council simply determine the operating millage, but not appropriate any funds or approve a budget. Our challenge has been to make sure the Council does not have a legal duty to approve a budget. We have shared our research with the district. They shared their information with us, and we still have not come to final conclusion on the legal piece yet. He spoke with the district representative, and they assured him they will have something to us by tomorrow. The other issue is, obviously, from an operational perspective, there are 3 departments that are impacted by this request: the Treasurer, the Auditor and the Assessor. He has encouraged them to meet with them, to discuss the operational impact of their request, so there would be attempt to be on the same page, as it relates to how it would impact them. They have indicated to him, and he thinks they have reached out to secure a meeting with the 3 offices, so there can be an attempt to reach a meeting of the minds. We should have an answer to the Council's duties and responsibilities fairly soon.

Mr. C. Jackson stated this is a 2<sup>nd</sup> Reading request. The intent is to make sure that a little bit more than just simply fiscal autonomy the districts are seeking. Having been on District 2's Board for 8 years, and served as its Chairman twice, one of the things they are trying to seek, and he is sure District 1 would agree, to have a more accurate reflection of what the numbers and dollars are going to be early on. So, when the millage is set and determine, and is adjusted in October. It is very difficult for the districts to plan, with any degree of accuracy, so the request is a little bit more than just simply to pull away from and have fiscal autonomy. The districts will live or die with what the millage set number is. If you set the millage, at whatever you set it, and it comes in more. The district is not going to ask for more, they are going to suffer. He also would like everyone to be on the same page, as well. Hopefully, between now and 3<sup>rd</sup> Reading those meetings can happen, and we can have some better clarity about where we stand.

Mr. Manning stated he fully supports fully supporting public education in Richland County.

Mr. Malinowski stated he also support public education throughout the entire State; however, from what he is hearing is we will take our chances with what we get. It is kind of like a little bit of roulette with whether they get more or do not get more. The fact is, you can look at the statistics, the millage

keeps going up every year, so it is a pretty good bet they will wind up getting more. He would rue the day it comes down to they do not get what they need and education suffers because of it.

Mr. Pearce inquired if this would have any impact on the other millage agencies. This would just be the school districts. Does this put the other millage agencies in a position to come in and ask for the same thing?

Mr. Brawley stated he would think they probably would. He stated he is a product of public education in Richland 1, and everything his office has done since he has been in office, has been in support of the school districts, and the millage agencies.

Mr. Pearce inquired if the ordinance is only for the school districts.

Mr. Brawley stated that is correct. It is repealing the current 2 ordinances on the books that were put in place. Act 280 came in place in 1979, and as a result of that, County Council established 2 ordinances that speaks to how school districts present their budgets to Council, and how they get approved.

Mr. Pearce inquired if Mr. Brawley had a better solution to the problem. He stated he sees it as a problem for them.

Mr. Brawley stated, he imagines everybody is looking for an exact number, and the way our budgeting process is set up, we will never get an exact number. So, what they are saying is they want an exact number, and that is just not going to happen because assessment changes every day.

Mr. Pearce stated they would get an exact number if they got the millage. They would at least get a number they could work with. They would be assured of getting all the money they were entitled to, if they got the millage. Not a fixed amount.

Mr. Brawley stated, the argument could be, if you develop a budget that is what the budgeting process is for. You develop a budget, this is what I intend to operate on next year. If you meet the objectives of that budget through the millage process, without overcharging the public, on the millage side, because we set a budget and then we come back and set the millage according to the budget request. Then the public is not at a disadvantage. If you set a millage rate before you set the budget, there are excess dollars the school districts get that, but the taxpayers are paying in excess of what the school district would have requested, if they requested a dollar amount. Again, as your Auditor, part of my process is to protect the taxpayers, and he thinks that is part of Council's process, as well. That is why he thinks the dollar amount tells you what you are interested in operating on, and then you set your millage according to that. When the revenue comes in and supplies the budget, the school districts have got what they need.

Ms. Myers requested Mr. Smith to provide some guidance on how to keep this from becoming a slippery slope, so that we do not have exact problem that Mr. Brawley points out, which is essentially everyone comes in and says we would like that too. She would like some legal guidance that points out how the school districts differ from other millage agencies, and why they would be more entitled to such a distinction than anyone else.

Ms. Dickerson concurred with Ms. Myers. She sees what Mr. Brawley said. If we do it for one, you are going to have to do it for all.

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

Opposed: Malinowski

The vote was in favor.

16. **FIRST READING ITEMS:**

- a. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [BY TITLE ONLY] – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski stated this is very nebulous. It says we are approving \$8.5 million of General Obligation Bonds, but it does not say anything about what it is for. He believes he knows what it is for, but he feels the public should know and we should put it in here.

Dr. Yudice stated the funds are for the Sheriff's Department's radios.

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

The vote in favor was unanimous.

- b. An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto [BY TITLE ONLY] – Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item.

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

The vote in favor was unanimous.

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

- a. Council Motion: Move forward with the feasibility of placing a hospital/emergency care facility in the Lower Richland Community. NOTE: It is mentioned in the Renaissance Plan but no solid documentation has been presented. This motion will start the process of working with the healthcare community of developing a plan and placing a facility in the Lower Richland community [N. JACKSON] – Mr. Pearce stated he wanted to clarify the committee recommended moving this item to the Renaissance Ad Hoc



Committee. It is his understanding, right now the Renaissance Ad Hoc Committee is still in existence, but Mr. C. Jackson has a motion later on that may effect this motion.

Mr. Pearce stated Palmetto Health is moving forward with this project, but when the committee took it up, they moved it to the Renaissance Ad Hoc Committee.

Mr. N. Jackson stated, for clarification, that Palmetto Richland was already moving forward with the project. Somehow it was taken under the Renaissance Plan. Whether it is fails here, we will still move forward. It is just that it may not end up in the Renaissance Plan.

Mr. Pearce stated Mr. Ford had reported to the committee that Palmetto Health was to meet with Dr. Yudice, at some point in the near future, to discuss their recommendation, and what they were prepared to do in Lower Richland.

Mr. N. Jackson stated this has been going on for quite some years.

Ms. Myers moved, seconded by Ms. Dickerson, to take this item up in the motion period and move forward with the agenda.

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

The vote in favor was unanimous.

#### 18. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

- a. Homes of Hope Affordable Housing Development – Mr. Malinowski stated on p. 132 of the agenda contains the committee recommendation; however, the committee also added the agreement was to be brought back to Council for final review and approval.

Mr. Malinowski moved, seconded by Ms. Myers, to approve the item with the addition of the directive to bring back the agreement or final review and approval.

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

The vote in favor was unanimous.

- b. Solid Waste Curbside Collection Services Contract Extension, Service Area 2 – Mr. Livingston stated the committee recommended approval of staff's recommendation.

Mr. Malinowski inquired if this was a one reading item.

Ms. Dickerson stated she believes it is a one reading item.

Mr. Malinowski stated, for clarification, that this was reviewed by Legal.

Mr. Smith responded in the affirmative.

Mr. Malinowski stated, in the past, he has seen where there is wording to the effect that the employees of the company the County is contracting are not to consider themselves County employees. He did not see that in this contract. He did not know if we need it in the contract, but if we do consider adding that. He congratulated them for finally getting in here on p. 207 that all references to days, mean calendar days. Shall, must, and will are interpreted as mandatory.

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

The vote in favor was unanimous.

19. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. Lease of the C. R. Neal Dream Center – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski inquired if there was any contract with the primary company this is being leased for that says, in the end, they are responsible for damages. We do not know what they may or may not do, or how many thousands of dollars of damage that could be incurred.

Mr. Ruble stated there is not. They are using it for classroom space.

Mr. Malinowski stated, so do colleges, but bathrooms get blown up and toilets ruined. He stated we should have some protections in there for ourselves.

Mr. Ruble stated it was a standard contract and Legal had reviewed it.

Mr. Smith stated he is comfortable with the contract.

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

Abstain: C. Jackson

The vote in favor was unanimous with Mr. C. Jackson abstaining from the vote.

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

21. **NOTIFICATION OF APPOINTMENTS**

- a. Board of Zoning Appeals – 2 – Mr. Malinowski stated the committee recommended appointing Mr. William C. Simon, Jr. and Mr. Jason Branham.

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

The vote in favor was unanimous.

- b. Board of Assessment Appeals –2 – Mr. Malinowski stated the committee recommended re-appointing Mr. Eric Grant.

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

The vote in favor was unanimous.

22. **ITEMS FOR ACTION FROM RULES AND APPOINTMENTS**

- a. Move that the Rules & Appointments Committee review the current County Council Rules and offer amendments for consideration by Council that would clarify exactly how County Council voting will occur with specific reference to how a non-vote (i.e. not a “yes”, “no”, or “abstain” vote) from a member present at the meeting shall be counted or not counted [PEARCE] – Mr. Malinowski stated if you go to p. 270 of the agenda you will see the recommended, from the Legal Department, and the committee recommended to accept the language.

The proposed revision is as follows: “Each member shall vote on each question put, except no member shall be permitted to vote on any question in which that member has a direct personal or pecuniary interest, or in which that member perceives that he or she has direct personal or pecuniary interest, or in which his or her participation might create an appearance of impropriety in that member’s estimation. A Council member must be at his/her seat in order to vote for those at the dais. If a member does not declare a vote or an abstention, *such member shall not be considered to have voted for either the prevailing or for the non-prevailing side, but instead shall not have his or her vote recorded at all on the question put.* If voting an abstention, a reason for the abstention must be stated and recorded in the minutes. No member shall, under any circumstances be permitted to vote after a decision has been announced by the Chair. After the decision of the question, an absent member may be permitted to record the vote she/her would have given if present, but such vote shall not affect the previous question.”

Ms. Myers stated, so that means that a Councilmember could come to Council meetings, and vote on nothing, the entire time. Not record an abstention, and vote neither yea nor nay, and not explain to the public why they are sitting there and not voting. We are saying that is the rule change we recommend to be a part of our rules. She stated, essentially if you are elected, the whole point is to have people have you come and do a job. And, to the extent, that you are going sit here and not vote all night long. Not explain why you are abstaining, all night long, but just sit there and watch the votes go by. If she is a member of the public, my question becomes why are you there? Because it seems to me you are here to vote.

Mr. Malinowski stated he agrees with Ms. Myers, but we see it every Council meeting. There are some individuals the vote never shows up.

Ms. Myers suggested the remedy is to query them, as to whether they are abstaining, or voting yea or nay because the public, the people they represent, are entitled to a vote.

Ms. Myers moved, seconded by Mr. Malinowski, to send the item back to the Legal Department to

provide more stringent guidelines to this Council for voting on motions that come before us.

Ms. Dickerson stated that has always been a serious problem with her. She has asked about it, and there has always been something in writing when a person abstained, and why they were abstaining from voting.

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

The vote in favor was unanimous.

23. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE** – Mr. C. Jackson expressed his appreciation for the support of the Transportation Ad Hoc Committee and its commitment to getting the business of the County done in such a professional manner. Even when we disagree in our committee meetings, it is being done in such a professional way that it has been making it a joy and a pleasure for him to serve as the Chair. He also wants to publicly say how much he appreciates the excellent working relationship that now exists between the PDT leadership, specifically Mr. Beaty, and the County’s Director, Dr. Thompson, as they have created some synergy to move projects forward, in a very expeditious manner. As a result of their hard work, all of the projects are now in progress, and that is a tremendous accomplishment. Not very long ago, we were having discussions about things not moving, at all, to now having a status report on where they are. At the last meeting, several of our members could not be there, but those that were there, discussed the items that are before you tonight.

- a. Approval for studying and installing safety measures to Longwood Road – Mr. C. Jackson stated the committee is seeking approval for the studying and installing of safety measures on Longwood Road. Longwood Road is a road that runs parallel to the Jushi plant that is being built. As a result of that plant being built, there are major concerns with the increased amount of traffic, specifically the neighborhood of Millwood Creek. The motion is to request the project be studied and there be some safety measures installed on Longwood Road to increase safety and reduce the risks of accidents.

Mr. Malinowski stated that he does not have any type of backup information on any of the items under the Report of the Transportation Ad Hoc Committee. He does not see anything mentioned about Longwood Road, Shared-Use Paths, the DOT \$52.5 million review, etc. What he has is pretty much a regurgitation of what was presented at from the last ad hoc meeting.

Ms. Dickerson inquired if Mr. Malinowski would accept the committee’s recommendation, and if there is anything different they can make sure you got it.

Mr. Malinowski stated not having the information he will just vote no, but that is the reason he will vote no on the items.

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

Opposed: Malinowski and Manning

The vote was in favor.

Mr. C. Jackson stated these items were discussed, in detail, in the committee meeting. The recommendations before you were vetted with the committee.

Mr. Malinowski stated, for clarification, the correct information was always provided in the Council agenda. It was not just discussed in committee, and then not given to the Council.

- b. Approval for resurfacing and analyzing Shared Use Paths for Pineview Road and Bluff Road Phase 2 – Mr. C. Jackson stated this information has been given to Council before. It was given to Council, earlier, and it was presented, and sent to committee, so the redundancy of the information that was submitted in the past was not resubmitted to Council. Before Council is the approval for the resurfacing and analyzing of the Shared-Use Path for Pineview Road and Bluff Road Phase 2. Those 2 projects create about \$80 million in projected revenue reduction, with appropriate modifications. During the committee discussion, and as presented in a work session with Council, those same recommendations came out talking about how that could be done, and reduce the overall costs of those 2 projects. It would reduce it from \$40 million each down to about \$6 million. The committee’s recommendation, in order to continue to try to balance the budget and the bond, is to approve the resurfacing and analyzing the Shared-Use Path for Pineview Road and Bluff Road Phase 2 to keep those projects on the list of projects.

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

Opposed: Malinowski

The vote was in favor.

- c. Approval for staff to draft a letter to SCDOT for Council’s review regarding the \$52.5 million for the I-20/Broad River Interchange – Mr. C. Jackson stated the committee’s recommendation is to approve staff drafting a letter to the SCDOT. The project on I-20 and Broad River Road is a project that is now being funded by the State. As a result of that State funding, part of the “Malfunction Junction” project included the work scheduled to be done on the portion the I-20 and Broad River Road. So, the request from the committee is that staff draft a letter, that would be approved by Council, to send to the SCDOT regarding the approximate \$52.5 million for that. Those funds would then be retained by the County as a further effort to reduce the overages the County is now experiencing. The committee’s recommendation is that staff simply draft a letter, sending it to SCDOT, with the expectation of them reimbursing us or allowing us to keep those funds.

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

The vote in favor was unanimous.

- d. Approval of the Bluff Road Phase I Final Change Order – Mr. C. Jackson stated apparently there was some underground utility work and additional resurfacing and restriping work that needed to be done, that came in outside of the final contract costs of approximately \$5.5 million. The committee is recommending the additional change order work of \$78,000 be approved.

Mr. Malinowski stated this project was bid out and we had a figure given to us. He would like to know what the 2<sup>nd</sup> bid was because some of these items that are in here, as a change order, seem like they would have been items they would know about to put in the costs. But, all of a sudden to ask for \$500,000 for a change order.

Mr. C. Jackson stated the change order is for \$78,686.98.

Mr. Malinowski stated the bottom line he has says, “net contract increase/decrease” has \$501,000 for the increase.

Dr. Thompson stated the total project cost of \$5.5 million includes a contingency of 10%. The \$78,000 goes above the total contract amount, plus contingency.

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

The vote in favor was unanimous.

- e. Approval of the Gills Creek Greenway Section A Final Design – Mr. C. Jackson stated the PDT is requesting approval for the final design for Gills Creek Greenway Section A. There was major discussion regarding some City imposed requirements and restrictions placed on this project. The committee is recommending that it sticks to the funding allocated for this project, and not to exceed its funding allocation based upon any impositions by the City, with regards to the widening and lengthening of the boardwalk. The motion is to approve moving forward with the design of the project.

Mr. Pearce stated he regrets, after all this time, he is going to have to vote against this, not related to the City issues. The issue here has to do with the terminus of project at Michael Lane. In an earlier meeting today, the Blue Ribbon Flood Committee moved forward with the final purchasing of most of the property on Timberlane Drive and Tall Pines. That area, which is further down Gills Creek, will be turned into some type of park. There is a staff committee that is working on plan and that is where the terminus of this greenway ought to end. It should not end at Michael, which is a very difficult street to get in and out of. What we are going to end up with is a greenway where someone gets on it and they walk to Michael Lane, and there is nowhere to go, so they are going to turn around and go back. As opposed to where it should be, which the beginning at Beecliff and extending down to Timberlane. That could have easily been done with the shifting of the money from Sections B and C, that we know are not going to ever get built. He believes that money was sequestered for use for something, and not committed elsewhere. He is concerned to say this is where we are going and spend this money to go this far when it really needs to go the entire way. It just does not make any sense. It defies the whole purpose of having a greenway. It’s a greenway to nowhere. Whereas if it began over where it’s supposed to begin and ended at a really nice park on the other end where you more than ample parking on both ends.

Mr. Livingston inquired if it would help to defer this item, considering the new information we received today in the Blue Ribbon Committee.

Mr. Pearce stated if we could consider that, that would be a possibility. He does not know if the Transportation Committee would be willing to take another look at it. We did not get a report in the committee today as to what staff recommends happen to the property. We do know that all the properties along Timberlane and along in there will be torn down and developed into some sort appropriate greenspace, but he does not have a specific plan to share tonight.

Mr. Livingston moved, seconded by Mr. Rose, to defer this item to the next Council meeting.

Mr. Livingston withdrew his motion for deferral.

Mr. N. Jackson stated, for clarification, someone can make a substitute motion before we vote on the

motion for deferral. He stated, for clarification, that Mr. Pearce found out today they are going to build a park and this trail is supposed to go to the new park they decided to build, to accommodate that park.

Mr. Pearce stated we do not know exactly what...they have not come up with a plan, and we have not appropriated any funding for anything other than FEMA will provide the money for the demolition of the buildings. Developing it into something, we would then have to take that up separately.

Mr. N. Jackson stated, his reason, and they discussed in committee, the original plan was for an 8 ft. wide trail and the City accepted the trail. Then later the City decided they did not want 8 ft., they want 14 ft., an additional 6 ft. The additional costs caused by the City changing their mind, they wanted the County to pay for it, which we do not think is fair. If you decide to change the plan, after it has been approved, then you should pay for the change. If the City refuses, then we will build it to where the money goes, wherever it stops it stops. If the City wants to move forward with it, then they should find the additional funds to move it forward. He does not think the citizens, with the Penny Tax Program, should be burdened because the City decides 2 years later they do not want 8 ft. They want 14 ft. and decide we should find the money for them.

Mr. C. Jackson stated there is nothing in this motion that prevent 2 things from happening. One, it would not prevent the funds that have not been obligated from being reconsidered at a later time. Two, this motion is only to create the design for the project. Whether the design takes it all the way out to where Mr. Pearce described, or shorter, the design of the project is still going to be the same. The only thing in question tonight is whether it goes as far as you think it should go. This is a motion to simply move forward with the design of it, regardless of how far out it goes.

Mr. Pearce stated, for clarification, what he was responding to was it says, "supporting facilities that extend along Gills Creek Drive from Beecliff Drive to Michael Lane", so that is where the design is going to be, so it would not extend it out to Timberlane.

Mr. C. Jackson stated the design is the way the boardwalk looks. Whether the boardwalk goes 3 miles or 5 miles, it is going to look the same. The request is to move forward with the design of the look, not the length of it.

Mr. Pearce stated he is going to take the committee's word for it. That what we are voting for is the look.

Mr. C. Jackson stated he wants to verify that what he has said is correct. He requested Mr. Beaty to come and verify what he has said is correct, or incorrect.

Mr. Beaty stated the Gills Creek Section A was originally in the referendum to go from Kilbourne all the way to the Congaree River. It was modified to begin at Ft. Jackson and go as long as the funding would allow it to go. The referendum funded it at \$2.246 million. What we have done with the Phase II Scope, which is design, is we have stayed with the referendum funding. The current termini, approved by Council, is from Ft. Jackson to as far as the money will allow us to go. So, what we have done is set up this scope to begin the design studies at Beecliff. We are skipping from Ft. Jackson to Rosewood. We are going to get the OETs started from Beecliff to approximately Michael Lane. The reason is, we think there is enough money to go from Ft. Jackson to Michael Lane, based on estimates. We are breaking up the design because we need to get them going on studying the typical section. It will be a simpler design to study from Beecliff to Michael. We want to get the OETs working. It will be a more difficult coordination

from Ft. Jackson under Rosewood because the OETs are going to have to coordinate with the SCDOT. The SCDOT will probably make us redesign the signal at Devine. We could spend months trying to get permission to build a greenway under the Rosewood Bridge, so this allows the design to move forward. We are staying within the budget and we have estimated the length could go from Ft. Jackson to Michael. The termini are variable depending on the final estimate and final construction bid. The OET will design what the greenway looks like, and depending on the money we may be able to go all the way to Timberlane. We will not know that until we get the design done and get a good construction estimate. By moving forward with this piece, it is not endangering from Ft. Jackson to Rosewood, or the potential extension from Michael forward.

Mr. Pearce stated once we get under the bridge we are in Richland County. End of discussion about the City of Columbia.

Mr. Malinowski stated, for clarification, you were asked what time it was and you told us how to build the clock. He believes the question was, is what you are doing strictly the design. It makes no difference on the length, at this point. We are approving you to move forward with the design, is that it?

Mr. Beaty stated the request is to move forward with the design.

Mr. N. Jackson inquired as to who required the change to the design from 8 ft. to 14 ft.

Mr. Beaty stated, as he understands it, the referendum and ordinance never specified the original width being 8 ft. or 10 ft. The referendum only said there was a greenway from Point A to Point B. Now oftentimes greenways vary from 8 – 14 ft. Over the 4 or 5 years since the referendum, the City has passed their own requirements that greenways within the City, in their definition of an urban area, be 14 ft. wide. Since the City and County has entered into a maintenance agreement, where the City will take over ownership of the greenway, to maintain it and provide security, if they are going to maintain it and own it, it needs to be a 14 ft. width.

Mr. N. Jackson stated the initial costs for the length was based on 8 ft., not 14 ft. Now we have to shorten it because the City wants it to be 14 ft.

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

The vote in favor was unanimous.

- f. Approval for staff to pursue the 2018 BUILD Grant Application for Shop Road Extension Phase 2 – Mr. C. Jackson stated this item speaks to the approval of staff pursuing the 2018 BUILD Grant Application for the Shop Road Extension Phase 2. There is a Federal Grant application, now referred to as the BUILD Grant. There is a maximum of \$25 million that can be applied for. The recommendation is to move forward with submitting the application and channeling that money toward the Shop Road Phase 2.

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

The vote in favor was unanimous.



- g. Approval of the 2017 Annual Report – Mr. C. Jackson stated the PDT has provided Richland County with their 2017 Annual Report. It gives details on the work that has been done, and gives an overview of the program’s accomplishment for the calendar year 2017. The program to date includes information on the COMET, as well. The committee’s recommendation is to approve the annual report and authorize PIO to release the information.

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

The vote in favor was unanimous.

- h. Approval of the PDT managing the Dirt Road Program – Mr. C. Jackson stated this item is the approval of the PDT getting the responsibility of managing Dirt Road Program. As you know, dirt road projects have not been giving the kind of attention and accountability that they deserve; therefore, one former corporation had to release and the contract was not renewed. The committee is recommending the PDT assume the management responsibility for the dirt road projects, and those responsibilities now become included in their scope of work.

Mr. Malinowski stated once again he does not see this information included in the agenda packet. He does not know if this was discussed previously. He inquired if there was any information Council can receive on how they are going to do this.

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

Opposed: Malinowski

The vote was in favor.

18. **OTHER ITEMS**

- a. FY18-District 3 Hospitality Tax Allocations – Ms. McBride moved, seconded by Mr. N. Jackson, to approve this item, with the following amendments: to delete the Township Auditorium (\$10,000) and Edgewood Foundation (\$12,000), and then make the correction on the figures.

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

The vote in favor was unanimous.

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

The motion for reconsideration failed.

19. **CITIZENS’ INPUT: Must Pertain to Richland County Matters Not on the Agenda** – No citizens spoke.

20. **EXECUTIVE SESSION** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Employee Grievance
- b. Potential Opioid Litigation
- c. Contractual Matter: Property Acquisition
- d. Personnel Matter: Current Assistant Administrator/Acting County Administrator
- e. Personnel Matter: Clerk to Council Contract

Contractual Matter: Property Acquisition – Mr. Pearce inquired as to why that last item is properly before us.

Ms. Dickerson stated, for clarification, Mr. Pearce is referring to Item (e).

Mr. Pearce stated we voted not to proceed with that, so why is this now coming back up again.

Mr. Smith stated, his recollection, and the Clerk can correct him if he is wrong, is that there was a motion made to not to proceed. Then there was a substitute motion made to defer the Renaissance. The initial motion, as I recall, was never voted on. Instead you voted on the substitute. That is his recollection, but he will defer to the minutes from the Clerk.

Dr. Yudice stated, if she could expand no that, this is in response to the Council's request to extend the closing for that property. The property owner responded to Council's request to extend the date for the closing.

Mr. Pearce stated, he understands that, but since action was taken to defer any action, then that would negate that, would it not?

Mr. Smith stated, as he understands it, Council took action to defer the Renaissance, which is the whole...

Mr. Pearce stated which is a part of that.

Mr. Smith stated, to the extent, that this particular matter is in response to that, they have responded. Now, if you want to further defer this matter, we can do that. They responded back to us and indicated they are willing to extend the agreement.

Mr. Pearce stated he does not believe Mr. Smith answered his question. The question is, is it properly before the Council for consideration.

Mr. Smith responded in the affirmative.

Mr. Pearce stated he disagrees with Mr. Smith.

Mr. Livingston stated he thought at the last meeting we got an answer and we declined.

Mr. Smith stated, it is his understanding, at the last meeting the issue was whether or not they would extend it before the closing. The closing was scheduled for the 30<sup>th</sup>. At that point and time, they indicated they would not.

We sent a letter to them telling them your action that evening was to defer the Renaissance. They responded with the letter, which Administration sent to you.

Mr. Livingston stated, he understands that, but did they not first decline.

Mr. Smith stated that is his understanding.

Mr. Livingston stated, his next question is, he is concerned about down the road. He did not support the motion, but the motion was made to defer the Renaissance. Does that mean that every meeting we can pick a part of it and come back and have a motion on it? Because that is kind of what we are doing here. Or is that deferred? We have to be clear on what we are doing. Are we going to open up a can of worms, so we can have this every meeting, or is it deferred until we un-defer it.

Mr. Smith stated, he thinks, that is one of the things the Council has to make a determination as to what they are going to do. What you have is obviously different parts of this concept, or plan, and the motion, which is before you tonight, is different from the motion that was made at last meeting. It is specific, as it relates, to this particular piece of property. While the motion to defer was, as it relates to the whole concept, or plan. Council has to make a determination as to how you are going to deal with this.

Mr. N. Jackson stated we had a discussion, and we took action to defer everything. This was even part of why we made that motion because, in part of the discussion, it was noted we would lose our earnest money and we would have to pay attorney's fees. Some of his colleagues were concerned why would give up the earnest money and pay attorney's fees. There was a discussion that sometimes you lose a little bit to save a lot. Everything was included it in, so he has to agree with the attorney that we decided to defer everything in the Renaissance Plan. The property owner, they decided they would not change the date, so we decided so be it. Now, he is concerned that we voted on an action, and then Administration is bringing back something. He is not sure why they decided to bring it back to Council. We denied it. It was voted, and Council denied it. So, why is it back before us on the Administrator's Report?

Mr. Smith stated, it is his understanding, Council deferred the Renaissance. The motion that was made by Mr. Livingston was specific to this particular piece of property, which the Council did not act on. Council acted on the motion to defer the Renaissance, as a whole. Now, if the Council's intent in deferring the Renaissance was for no portions of it to come back to Council, as we get information, then he thinks that is something you need to clarify. At the end of the day, we reported back to them what your action was because we were looking at a closing date of the 30<sup>th</sup>, and we needed to tell them what you had done. They then came back and said, "Well, to the extent that you want to consider an extension, we will agree to that." It is up to Council to decide how you want to handle it. We thought we had an obligation to report to you they had responded back in writing.

Mr. N. Jackson stated he can understand they reported back to us, but it should not be an action. We could just say, "Thank you very much for the report." To have the report as action, to decide whether to move forward with it should not be before us.

Ms. Myers stated, she agrees with the underlying point Mr. N. Jackson is making, she thinks the staff is trying to say is they do not have the authority to send back any information, without this Council telling them what to do. Because they received subsequent information, they needed to make us aware of that, and ask us for guidance. It is a matter that pertains to what could be contract, without us telling them...she falls down on the side of saying to our staff, don't go off and send another response without coming back to us. It is this body that has to take the decision. She thinks that is what they are asking us to do. She does not think they are trying to

undermine the action that was taken. She thinks what they saying, "We sent a letter. In the interim, we had a phone call and their letter came back in the mail. What do you want us to do with this letter now?" She thinks that is why they are now saying there is something they need to make us aware of and discuss, as a contractual matter in Executive Session.

Ms. Dickerson stated it does not even have to be in Executive Session, does it?

Mr. Livingston inquired if the only item before Council is whether or not to accept the extension.

Mr. Smith responded in the affirmative. Going back to the last meeting, there was a discussion about liquidated damages. We did not have an exact amount, at that time. We knew what the earnest money was. We do have an exact amount now. To the extent, that if you do not decide to go with the extension, we would, at least, like you to know what the amount if that could potentially be lost.

Ms. McBride inquired if we accept the extension, and then decide not to go forth, will there be additional charges.

Mr. Smith stated he does not anticipate any additional costs beyond what they have indicated to us the costs are, at this point, to include the earnest money. He does not think there be any additional work that is going to be incurred between now and the 20<sup>th</sup>, which is when they have asked the new closing date be set.

Mr. Pearce inquired as to why we have to take this up in Executive Session.

Mr. Smith stated it does not have to be taken up in Executive Session.

Ms. Dickerson inquired if we can handle that one when we come out, or do you want to do it now?

Mr. Smith stated he could do it now. The amount would be \$57,540.25. That would be the expenses they incurred, plus the \$20,000 worth of earnest money.

Mr. Livingston inquired if this is a number they are giving us, or is this clearly what our agreement says. There is no question, in your opinion. There is nothing here we can challenge or whatever. Is that something they gave us?

Mr. Smith stated what we got was a statement, which was reviewed by our attorney, Mr. Fuller, of expenses they had incurred. Most of them are in the form of attorney's fees.

Mr. Livingston inquired if our agreement clearly says we are obligated to pay them.

Mr. Smith responded in the affirmative because we are in default.

Ms. Dickerson inquired if this is an action item, or only for information.

Dr. Yudice stated it is an action item.

Mr. Smith stated we simply need some direction.

Mr. Pearce moved, seconded by Mr. Manning, based on the fact that the Renaissance Program has been

deferred at this time, we express to them we are not interested in taking any action additional action on this property.

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

Opposed: Myers

The vote was in favor of not taking any additional action on the property.

Employee Grievance – Mr. Livingston moved, seconded Mr. N. Jackson, to accept staff's recommendation.

Mr. Malinowski requested staff to refresh his memory about which grievance we are talking about.

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

Abstain: C. Jackson

The vote was unanimous with Mr. C. Jackson abstaining from the vote.

Mr. Livingston moved, seconded by Mr. C. Jackson, to go into Executive Session.

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

Opposed: Malinowski and Manning

The vote was in favor of going into Executive Session.

*Council went into Executive Session at approximately 9:27 PM and came out at approximately 10:15 PM.*

Potential Opioid Litigation – Mr. Livingston moved, seconded by Mr. N. Jackson, to move forward with the opioid litigation matter, in reference to the firms, as discussed in Executive Session.

Ms. Dickerson inquired if we need to name the firm.

Mr. Livingston stated it was the recommendation of the County Attorney.

Ms. Dickerson stated this is what she is hearing a lot. We want to vote on something, as discussed in Executive Session. We discussed a lot on this matter, in Executive Session. She would like some more clarity on what we are actually voting on, in terms of who we are planning to select.

Mr. Smith stated he knows what is recommendation was, and what firms were involved in that recommendation.

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

The vote in favor was unanimous.

Personnel Matter(s): Current Assistant County Administrator/Acting County Administrator and Clerk to Council Contract – Mr. Malinowski moved, seconded by Mr. Manning, to have each one of these contracts be reviewed by the Human Resources Department Director, the Richland County Attorney, in conjunction with an outside labor attorney, with Council’s input to the attorney, wherever they feel there is a question. The amended contracts are to be brought back, with all the correct information, to the June 19<sup>th</sup> Council meeting, for action. In directing the County Attorney to involve an outside contract attorney/specialist, that outside attorney should be someone other than the one that has been used in the past.

Ms. Dickerson requested Mr. Malinowski identify the employees.

Mr. Malinowski stated the employees are Kimberly Roberts, Clerk to Council and Dr. Sandra Yudice, Acting County Administrator.

Ms. Myers stated, for clarification, she thinks the statute governing Mr. Smith puts him in charge of selecting external Council. She believes we could ask him to hire someone for us, but she thinks we have to be careful with the statutes that govern our employees, and what their duties are and what our role is. She is a little nervous the statute is pretty clear, that is his role to make that call, not ours.

Mr. Malinowski stated he was just presenting the consensus he was given.

Mr. Smith stated, he thinks, as part of the motion, there was a statement made that if members of Council had any questions or concerns, they were to contact the County Attorney. And, based on that, it sounded like there were a suggestion that we were to make changes to the document. He wants to make sure it is not being suggested that we are to make changes to the document, based on what one Council member may say. He is assuming you want that information brought back to the Council, and then the Council would give its consensus, as a body, about what you wanted changed.

Mr. Malinowski stated we want to make sure the contracts, as being put forward, are legally done.

Mr. Livingston stated, based on what Ms. Myers said, keep in mind that whether we like it or not the statute and ordinance clearly says it is the attorney’s responsibility to choose the attorney. We actually have no say so in that. We can suggest, but its ultimately the decision of the County Attorney.

Ms. Dickerson stated she wished the motion would be amended to strike that, or amend it so that Mr. Smith still has the authority to hire a labor attorney. That is his prerogative.

Mr. N. Jackson stated, for clarification, the County Attorney has the discretion to hire a labor attorney, or any attorney that Council desires. Is it the attorney discretion, and Council does not have a say? He stated he has seen where we have chosen an attorney before. Unless we are acting illegally.

Mr. Smith stated under the ordinance the County Attorney has the authority to hire the attorney. Now, obviously, if you an attorney who is exclusively representing the body, that is a different situation. Attorneys that are utilized by his office, as consultants, if you will, to assist us, those are the attorneys we are talking about. Obviously, whenever he exercises that discretion, he will be mindful of any input that comes from Council, in terms of any concerns you may have about who that attorney is.

Mr. Malinowski stated, for clarification, in regards to a labor attorney, if the ordinance says the choice of the labor attorney is up to the County Attorney, then that is what we will go with.

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

Opposed: Manning

The vote was in favor.

21. **MOTION PERIOD**

- a. Move to establish guidelines for dedications at the Decker Center, to include how they will be funded. [DICKERSON] – This item was referred to the A&F Committee.
- b. As a result of action taken by Council at its May 24<sup>th</sup> Special Called Meeting, planning for two “mission critical” projects associated with the Richland Renaissance Program were suspended: 1) The Sheriff’s Department “package” (i.e. Laboratory, evidence storage and 911 Call Center), and 2) Emergency Management Services (EMS) Emergency Operations Center (EOC). This Motion directs the staff to proceed with making a recommendation to Council as to where these projects should be located with an accompanying plan for moving forward with construction at the earliest possible date. [PEARCE] – Ms. Dickerson will create “911 Emergency Building Ad Hoc Committee” to work on this matter.
- c. As a result of action recently taken by Richland County Council to table and/or defer all activities associated with the Richland Renaissance Project, I move that the Richland Renaissance Ad Hoc Committee be disbanded, effective immediately. [C. JACKSON] – Ms. Dickerson immediately disbanded the Richland Renaissance Ad Hoc Committee.
- d. In order to ensure that the purchase and/or development of land, buildings or other real estate by the County be properly vetted, and that all appropriate parties, who may be affected by these decisions, be given advance opportunity to participate in the earliest discussion and to further ensure that citizen input and expert opinions of all plans being considered are given time before final plans are approved for the purchase or development, I move that a Space Acquisition and Development Ad Hoc Committee be established for the purpose of evaluating all property recently purchased or sold by Richland County and the development of such property by Richland County be evaluated to determine its current and future use. [C. JACKSON] – Ms. Dickerson will appoint a “Space Allocation and Development Ad Hoc Committee”
- e. Council Motion: Move forward with the feasibility of placing a hospital/emergency care facility in the Lower Richland Community. NOTE: It is mentioned in the Renaissance Plan but no solid documentation has been presented. This motion will start the process of working with the healthcare community of developing a plan and placing a facility in the Lower Richland community [N. JACKSON – forwarded from the 5/22/18 D&S Committee] – This item was be taken up in the Space Allocation and Development Ad Hoc Committee.

**ADJOURN** – The meeting adjourned at approximately 10:30 PM.

**RICHLAND COUNTY  
ADMINISTRATION**

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



June 13, 2018

Leland D. Colvin, P.E.  
Deputy Secretary for Engineering  
South Carolina Department of Transportation  
955 Park Street  
Post Office Box 191  
Columbia, South Carolina 29202-0191

Dear Mr. Colvin:

Richland County is in support of the South Carolina Department of Transportation's (SCDOT) Carolina Crossroads I-20/26/126 Corridor Project, as it will minimize current traffic congestion, while accommodating a greater volume of traffic in the future. The County is aware that this project is included in the Statewide Transportation Improvement Program, which means that there is committed funding available to complete this approximately \$1.4 billion project. More specifically, the County understands that the sources of the project's funding are a combination of a Federal-Aid Interstate Program and State funding established by Act 275.

As you may be aware, included in Richland County's 2012 Transportation Sales Tax Referendum was funding for improvements to the I-20/Broad River Road Interchange. It appears that this specific interchange, along with others, is included in the overall Carolina Crossroads I-20/26/126 project. Because SCDOT has committed funding for the Carolina Crossroads I-20/26/126 Corridor Project, Richland County is informing SCDOT that the County intends to reallocate the previously identified Richland County Transportation Penny Tax funding in the amount of \$52.5 million for the I-20/Broad River Road Interchange to other projects within Richland County. It remains the intent of the County to provide improvements to the SCDOT system for the remaining of the transportation projects.

Thank you for your attention to this matter. If you have any questions or concerns, please contact me at [yudice.sandra@richlandcountysc.gov](mailto:yudice.sandra@richlandcountysc.gov) or 803-576-2057.

Sincerely,

Sandra E. Yúdice, Ph.D.  
Assistant County Administrator

cc: Christy Hall, Secretary of Transportation  
Richland County Council Members (via email)  
Larry Smith, Esq., Richland County Attorney (via email)  
John M. Thompson, Ph.D., Richland County Director of Transportation (via email)



## Richland County Council Request for Action

**Subject:**

18-007MA  
Phil Savage  
RU to NC (3.95 Acres)  
2241 Dutch Fork Road  
TMS # R01507-02-01

**Notes:**

First Reading: May 22, 2018  
Second Reading: June 5, 2018  
Third Reading:  
Public Hearing: May 22, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

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 # 01507-02-01 FROM RURAL DISTRICT (RU) 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 # 01507-02-01 from Rural district (RU) to Neighborhood Commercial district (NC).

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: May 22, 2018  
First Reading: May 22, 2018  
Second Reading: June 5, 2018  
Third Reading: June 19, 2018

## Richland County Council Request for Action

**Subject:**

18-012MA  
LM Drucker  
OI to RS-LD (.71 Acres)  
1344 Omarest Drive  
TMS # R07405-06-05

**Notes:**

First Reading: May 22, 2018  
Second Reading: June 5, 2018  
Third Reading:  
Public Hearing: May 22, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

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 # 07405-06-05 FROM OFFICE AND INSTITUTIONAL DISTRICT (OI) TO RESIDENTIAL, SINGLE-FAMILY - LOW DENSITY DISTRICT (RS-LD); 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 # 07405-06-05 from Office and Institutional district (OI) to Residential, Single-Family - Low Density district (RS-LD).

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: May 22, 2018  
First Reading: May 22, 2018  
Second Reading: June 5, 2018  
Third Reading: June 19, 2018

## Richland County Council Request for Action

**Subject:**

18-013MA  
Derrick J. Harris, Sr.  
RU to Li (1.83 Acres)  
7708 Fairfield Road  
TMS # R12000-02-22

**Notes:**

First Reading: May 22, 2018  
Second Reading: June 5, 2018  
Third Reading:  
Public Hearing: May 22, 2018

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 # 12000-02-22 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 # 12000-02-22 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: May 22, 2018  
First Reading: May 22, 2018  
Second Reading: June 5, 2018  
Third Reading: June 19, 2018

## Richland County Council Request for Action

**Subject:**

18-014MA  
Jermaine Johnson  
RS-MD to MH (.26 Acre)  
7901 Richard Street  
TMS # R16212-12-01

**Notes:**

First Reading: May 22, 2018  
Second Reading: June 5, 2018  
Third Reading:  
Public Hearing: May 22, 2018

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

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 # 16212-12-01 FROM RESIDENTIAL, SINGLE-FAMILY - MEDIUM DENSITY DISTRICT (RS-MD) TO MANUFACTURED HOME DISTRICT (MH); 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 # 16212-12-01 from Residential, Single-Family - Medium Density district (RS-MD) to Manufactured Home district (MH).

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: May 22, 2018  
First Reading: May 22, 2018  
Second Reading: June 5, 2018  
Third Reading: June 19, 2018



## Richland County Council Request for Action

**Subject:**

18-015MA  
Charlotte & Randy Huggins  
RU to GC (.59 Acres)  
Horrell Hill Road  
TMS # R24700-09-02

**Notes:**

First Reading: May 22, 2018  
Second Reading: June 5, 2018  
Third Reading:  
Public Hearing: May 22, 2018

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 # 24700-09-02 FROM RURAL DISTRICT (RU) 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 # 24700-09-02 from Rural (RU) zoning to General Commercial (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:        May 22, 2018  
First Reading:        May 22, 2018  
Second Reading:      June 5, 2018  
Third Reading:        June 19, 2018

## Richland County Council Request for Action

**Subject:**

An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H)

**Notes:**

First Reading: May 15, 2018  
Second Reading: June 5, 2018  
Third Reading:  
Public Hearing:

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

AN ORDINANCE TO LEVY AND IMPOSE *AD VALOREM* PROPERTY TAXES FOR RICHLAND COUNTY SCHOOL DISTRICTS ONE AND TWO; TO IMPROVE, SIMPLIFY AND MAKE MORE EFFICIENT THE SYSTEMS AND PROCEDURES AMONG RICHLAND COUNTY SCHOOL DISTRICTS ONE AND TWO AND RICHLAND COUNTY GOVERNMENT TO FULFILL RESPONSIBILITIES UNDER ACT 280 OF 1979; AND TO REPEAL ORDINANCE SEC. 2-537(2) AND AMEND ORDINANCE SEC. 2-535(H).

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 1. Findings and Determinations

The County Council (“County Council”) of Richland County, South Carolina (“County”) hereby finds and determines:

(a) The South Carolina General Assembly enacted Act 280 of 1979 providing in pertinent part that “the school tax levy for Richland County School Districts 1 and 2 shall be determined by the Richland County Council based on the requirements of the South Carolina Education Finance Act of 1977 and based on any other additional funding deemed necessary by the board or county council.”

(b) To fulfill the County Council’s duty to determine the school tax levy for Richland County School Districts 1 and 2 (“school districts”) within the requirements of the laws affecting the school districts, it is in the best interests of the County and school districts for the County Council to determine the operating property tax millage rates to be levied but not appropriate funds or approve the budgets.

(c) Since the enactment of Act 280 of 1979 and the Education Finance Act of 1977, many other laws have been enacted with enormous effect on the funding of public school districts, including without limit, the Education Improvement Act of 1984, the Education Accountability

Act of 1998, homestead and other property tax exemption statutes, economic development statutes authorizing negotiated assessment ratios and millage rates, Act 388 of 2006 expanding the homestead exemption, establishing a reimbursement system, and limiting increases in property tax millage rate, and reassessment values, Act 23 of 2017 regulating school district fiscal practices, and annual State Appropriations Act provisos and funding provisions often enacted after the decisions of the school boards and County Council.

(d) The timing of decision-making by the school boards and County Council is currently not coordinated with the adoption of the State Appropriations Act or the most current information concerning the assessed values of property within the school districts.

(e) The financial management of public school districts is subject to state and federal statutes, regulations and governmental accounting standards which differ from those governing county government.

(f) The County Council and the boards of Richland County School Districts One and Two desire to improve, simplify, and make more efficient the systems and procedures among the school districts and County government so that they may fulfill their responsibilities under Act 280 of 1979 and all other statutes and regulations affecting the funding and financial management of Richland County School Districts One and Two.

(g) Adopting and implementing this Ordinance concurrently with determining the school tax levy for fiscal year 2018-2019 serves the best interest of the County and school districts.

Section 2. Procedures to Establish the Property Tax Millage Levy for Richland County School Districts One and Two

(a) The school boards of Richland County School Districts One and Two, on or before May 15, will notify the County Council of their anticipated general fund revenue for the subsequent fiscal year, including the anticipated revenue from state sources, from fees-in-lieu-of-taxes, and from *ad valorem* property taxes based on the then most current estimates of assessed value and a requested property tax millage rate.

(b) The County Council will include the school districts in the public announcement complying with S.C. Code Ann. § 6-1-80 or similar provision and levy annually property tax millage rates for Richland County School Districts One and Two, within the limits, if any, of then current state law, by second reading on or before June 15. The County Council will not appropriate funds or approve budgets for the operations of Richland County School Districts One and Two.

(c) The school boards of Richland County School Districts One and Two will adopt revenue and expenditure budgets each year by June 30 as required by state law.

(d) The Richland County Auditor (“Auditor”) will advise the superintendent of each school district of the estimated assessed value of property by state property classification at all relevant times, including at the same time as the Auditor submits estimated assessed values to the County for County purposes and prior to third reading by County Council determining school district property tax millage rates.

(e) If the Auditor’s most current estimate of school district operating assessed values prior to third reading by County Council differs from the estimates provided to the school districts prior to May 15, the school boards may submit to County Council modified requests for property tax millage rates prior to third reading by County Council determining school district property tax millage rates.

(f) The County will advise the superintendents of the school districts of the estimated fees-in-lieu-of-taxes to be received by the school districts during the budget year, for inclusion in the revenue estimates to be submitted by the school boards to the County Council on or before May 15.

(g) The County Treasurer will disburse to the school districts as it becomes available all revenue received by the Treasurer for the account of the school districts, including state revenue, fees-in-lieu-of-taxes and *ad valorem* property taxes, and this Ordinance constitutes the concurrence of the County Council with the request by the school districts for the disbursement by

the County Treasurer of school district funds satisfying the requirements of S.C. Code Ann. § 59-69-215.

(h) The dates of May 15 and June 15 in this Ordinance are intended to facilitate decision-making and failure to comply with them does not invalidate any decision or subsequent action of the County Council or school boards.

Section 3. Ordinances Repealed

(a) Ordinance Sec. 2-537(a) is repealed.

(b) Ordinance Sec. 2-535(h) is repealed and is replaced by the following: “Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the fiscal year shall lapse.”

Section 4. School Tax Levy Determination for Fiscal Year 2018-2019

(a) The school tax levy for Richland County School Districts One and Two, to cover the period from July 1, 2018 to June 30, 2019, are hereby levied upon all taxable property located within the following respective tax districts in Richland County for general fund operations, subject only to adjustment by County Council upon third reading, as follows:

<u>School District</u>	<u>Mills</u>
Richland County School District One – Operations	—
Richland County School District Two – Operations	—

(b) The following estimated millage rates for debt service are noted for informational purposes only, but the debt service millage rates will be determined and levied by the Richland County Auditor pursuant to S.C. Code Ann. § 59-71-150.

<u>School District</u>	<u>Mills</u>
Richland County School District One – Debt Service	—
Richland County School District Two – Debt Service	—

Section 5. Miscellaneous

(a) If any one or more of the provisions or portions hereof are determined by a court

of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

(d) All ordinances regarding the same subject matter as this Ordinance are hereby repealed.

Section 6. Effective Date

(a) This Ordinance shall take effect immediately upon approval at third reading and will apply to the property tax millage levy for fiscal year 2018-2019 and all subsequent years.



Enacted this \_\_\_\_ day of \_\_\_\_\_, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
[Name]  
Richland County Council

(SEAL)

ATTEST THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2018:

\_\_\_\_\_  
[Name]  
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: \_\_\_\_\_  
Date of Second Reading: \_\_\_\_\_  
Date of Public Hearing: \_\_\_\_\_  
Date of Third Reading: \_\_\_\_\_

## Sec. 2-535. Budget adoption and amendments after adoption.

(a) *Public hearings.* The public hearing on the budget shall be held prior to second reading of said budget. After the conclusion of the public hearing, the council may insert new items of expenditure or may increase, decrease or strike out items of expenditures in the general fund budget, except that no item of expenditure for debt service or other provision of law shall be reduced or stricken out. The council shall not alter the estimates of receipts contained in such budget except to correct omissions or mathematical errors.

**State law reference(s)**--Public hearing requirements prior to adoption of budget, S.C. Code 1976, § 4-9-130.

(b) *Supplemental appropriations.* If during the fiscal year, the county administrator certifies that there are available for appropriation revenues in excess of those estimated in the budget, the council, by ordinance and after public hearings, may make supplemental appropriations for the year up to the amount of the excess.

(c) *Emergency appropriations.* (See South Carolina Code 1976, section 4-9-130, last paragraph, concerning appropriations for public emergencies.)

(d) *Reduction of appropriations.* If at any time during the fiscal year, it appears probable to the county administrator that the revenues available will be insufficient to meet the amount appropriated, he shall report to the council without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The council shall then take further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

(e) *Transfer of appropriations.* At any time during the fiscal year, the county administrator may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon request by the county administrator, the council may by ordinance transfer a part or all of any unencumbered appropriation balance from one department, office or agency to another.

(f) *Adoption of the general fund budget.* The council shall, in no event, adopt a general fund budget in which the total of expenditures exceeds available revenues. If, for any reason, the council fails to adopt the general fund budget, the general fund appropriation ordinance and such ordinances providing for additional revenues as may be necessary to put the budget in balance on or before the first day of July, the general fund budget in effect for the previous fiscal year shall be the general fund budget on a monthly basis beginning on the first day of July until the general fund budget shall be adopted by the council.

(g) *Effective date of general fund budget; certification; copies made available.* Upon final adoption, the general fund budget shall be in effect for the ensuing fiscal year. A copy of such budget as finally adopted shall be certified by the county administrator and chair of council and filed in the office of the director of finance and budget. The general fund budget so certified shall be reproduced and sufficient copies thereof shall be made available for the use of all departments, courts, boards, commissions, offices and agencies and for the use of interested persons and organizations.

(h) *Appropriations to lapse.* Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the fiscal year shall lapse, except that any balance remaining in the funds of the school boards at the end of the fiscal year shall remain to the credit of those school boards and an estimate of any such balance shall be included in the school budgets of the ensuing year as an estimated receipt.

(i) *Certification of funds; penalties for violation.* No payment shall be made and no obligation incurred by or on behalf of the county except in accordance with an appropriation duly made; provided that the council shall have the power to authorize and direct the making of contracts for the expenditure of funds not appropriated in any budget for the then current fiscal year, in which event the council shall appropriate the funds in the budget or budgets for the next fiscal year or years for the performance of the contracts. No payment shall be made from or obligation incurred against any allotment or appropriation unless the director of finance and budget shall first certify that there is a sufficient unexpended and unencumbered balance in such allotment or appropriation to

meet the same; provided that, nothing herein shall be taken to prevent the advance authorization of expenditures from a contingency fund. Every expenditure or obligation authorized or incurred in violation of the provisions of this section shall be void. Every payment made in violation of the provisions of this section shall be deemed illegal and every official who shall knowingly receive such payment of any part thereof shall be jointly and severally liable to the county for the full amount so paid or received. If any elected official, member of a board, or commission, or employee of the county shall knowingly incur any obligation or shall authorize or make any expenditure in violation of the provisions of this section or knowingly take part therein, such action shall be cause for his removal.

(Code 1976, 6-2004; Ord. No. 589-79, §§ 7--10, 10-17-79; Ord. No. 1294-85, § 1, 5-7-85)

**Sec. 2-537. Property tax requests from outside agencies.**

(a) *School operating budgets.* It shall be the duty of the school boards to file their operating budget estimates with the county administrator or with the director of finance and budget in accordance with the budget calendar adopted by council. The action of the council on the school budgets shall relate to its total only, and the school boards shall have authority to expend in their discretion the sum appropriated for their use, provided that if they receive an appropriation greater or less than their original request, they shall forthwith revise their estimates of expenditures and adopt appropriations in accordance therewith. The school boards shall have power to order during the course of the fiscal year transfers from one item of appropriation to another.

(b) *Agencies financially supported in whole or part through property taxes.* It shall be the duty of the agencies to file their operating budget estimates with the county administrator or with the director of finance and budget in accordance with the budget calendar adopted by council. The action of the council on the agency budgets shall relate to its total only and the agencies shall have authority to expend in their discretion the sum appropriated for their use, provided that if they receive an appropriation greater or less than their original request, they shall forthwith revise their estimates of expenditures and adopt appropriations in accordance therewith. The agencies shall have power to order during the course of the fiscal year transfers from one item of appropriation to another.

(c) *Ceiling for funding agencies financially supported in whole or in part by Richland County.* The council shall, prior to beginning budget deliberations, establish a ceiling for funding outside agencies for the next fiscal year. Said ceiling shall be established by a percentage of the total budget appropriation for the operation of county government or by a fixed dollar amount. The ceiling established pursuant to this section shall not be amended except by vote of two-thirds (2/3) of the members of the county council.

(Code 1976, § 6-2006; Ord. No. 589-79, § 12, 10-17-79; Ord. No. 1850-89, § I, 3-21-89)

**Cross reference(s)**--Taxation generally, [Ch. 23](#).

## Richland County Council Request for Action

**Subject:**

An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto

**Notes:**

First Reading: June 5, 2018

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$8,500,000 GENERAL OBLIGATION BONDS, SERIES 2018A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE ASSISTANT COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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 1. Findings and Determinations. The County Council (the “County Council”) of Richland County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “S.C. Code”), the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the S.C. Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State of South Carolina (the “State”) may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2017, for purposes of computation of the County’s constitutional debt limit, is \$1,567,413,138. Eight percent of such sum is \$125,393,051. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$44,890,000. Thus, the County may incur not exceeding \$80,503,051 of additional general obligation debt within its applicable debt limitation.

(f) Pursuant to Ordinance No. 067-12HR enacted by County Council on November 13, 2012, the County adopted Written Procedures related to Tax-Exempt Debt.

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not to exceed \$8,500,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State, the proceeds of which will be used to provide funds for: (i) defraying the costs of communications equipment and other one-time capital expenses for the Sheriff's Department (the "Projects"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Series 2018A Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not to exceed \$8,500,000 aggregate principal amount of general obligation bonds of the County to be designated "[Amount Issued] General Obligation Bonds, Series 2018A, of Richland County, South Carolina" (the "Series 2018A Bonds") for the purpose stated in Section 1(g) of this Ordinance.

The Series 2018A Bonds shall be issued as fully registered bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Assistant County Administrator or his/her designee (the "Assistant Administrator") at such rate or rates as may be determined by the County Council at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Assistant Administrator.

Both the principal of and interest on the Series 2018A Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

U.S. Bank, Minneapolis, Minnesota shall serve as Registrar/Paying Agent for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Series 2018A Bonds. Without further authorization, the County Council hereby delegates to the Assistant Administrator the authority to: (a) determine the maturity dates of the Series 2018A Bonds and the respective principal amounts maturing on such dates; (b) determine the interest payment dates of the Series 2018A Bonds; (c) determine redemption provisions, if any, for the Series 2018A Bonds; (d) determine the date and time of sale of the Series 2018A Bonds; (e) receive bids on behalf of the County Council; and (f) to award the sale of the Series 2018A Bonds to the lowest bidder, upon advice from the Municipal Advisor and Co-Bond Counsel, therefor in accordance with the terms of the Notice of Sale for the Series 2018A Bonds.

SECTION 4. Registration, Transfer and Exchange of Series 2018A Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Series 2018A Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Series 2018A Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Series 2018A Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Series 2018A Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Series 2018A Bond or Series 2018A Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Series 2018A Bond. Any Series 2018A Bond surrendered in exchange for a new registered Series 2018A Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Series 2018A Bond shall be registered upon the registry books as the absolute owner of such Series 2018A Bond, whether such Series 2018A Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2018A Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2018A Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Series 2018A Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Series 2018A Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Series 2018A Bonds during the fifteen (15) days preceding an interest payment date on such Series 2018A Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Series 2018A Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Series 2018A Bond or in the case of any proposed redemption of Series 2018A Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Series 2018A Bonds. In case any Series 2018A Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Series 2018A Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Series 2018A Bond, or in lieu of or in substitution for such lost, stolen or destroyed Series 2018A Bond. In any such event the applicant for the issuance of a substitute Series 2018A Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Series 2018A Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Series 2018A Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Series 2018A Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2018A Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2018A Bond in lieu of which such duplicate Series 2018A Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2018A Bonds of the same series issued hereunder.



All expenses necessary for the providing of any duplicate Series 2018A Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2018A Bonds. The Series 2018A Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk to Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Series 2018A Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Series 2018A Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2018A Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2018A Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2018A Bonds. The Series 2018A Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Series 2018A Bonds. The full faith, credit, and taxing power of the County is irrevocably pledged to the payment of the Series 2018A Bonds. The Series 2018A Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the County Auditor and the County Treasurer written notice of the delivery of and payment for the Series 2018A Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Series 2018A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Assistant Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27 of the S.C. Code, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the S.C. Code shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Assistant Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2018A Bonds, and such Series 2018A Bond or Series 2018A Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Series 2018A Bond or Series 2018A Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Series 2018A Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Series 2018A Bonds shall no longer be deemed to be outstanding hereunder, such Series 2018A Bonds shall cease to draw interest from the due date thereof and, except for the

purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (c) general obligation bonds of the State, its institutions, agencies, counties, and political subdivisions which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Series 2018A Bond or Series 2018A Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2018A Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, County, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Eligible Securities. The Series 2018A Bonds initially issued (the “Initial Series 2018A Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Series 2018A Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Series 2018A Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2018A Bonds shall be issued in fully-registered form, one Series 2018A Bond for each of the maturities of the Series 2018A Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Series 2018A Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Series 2018A Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2018A Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Series 2018A Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Series 2018A Bonds together with an assignment duly executed by DTC, the County shall

execute and deliver to the successor securities depository Series 2018A Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Series 2018A Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Series 2018A Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Series 2018A Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2018A Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Series 2018A Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of Series 2018A Bonds, Form of Notice of Sale. The Series 2018A Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Assistant Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2018A Bonds together with the Notice of Sale. The County Council authorizes the Assistant Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Assistant Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Series 2018A Bonds so that it may be provided to the purchaser of the Series 2018A Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County’s tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Series 2018A Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2018A Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Series 2018A Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2018A Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Series 2018A Bonds for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the Project prior to the issuance by the County of the Series 2018A Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Series 2018A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2018A Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder (the "IRC") in effect on the date of original issuance of the Series 2018A Bonds. The County further covenants and agrees with the holders of the Series 2018A Bonds that no use of the proceeds of the Series 2018A Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2018A Bonds would have caused the Series 2018A Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Series 2018A Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 22. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 23. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Series 2018A Bonds: Chair of the County Council, Assistant Administrator, Clerk to Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC as Co-Bond Counsel, Parker, Poe, Adams & Bernstein LLP, as Disclosure Counsel and Southern Municipal Advisors, Inc., as Municipal Advisor, in connection with the issuance of the Bonds. The County Attorney may select co-disclosure counsel to provide services in connection with the issuance of the Bonds. The Assistant Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2018A Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joyce Dickerson, Chair  
Richland County Council

(SEAL)

ATTEST THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 2018:

\_\_\_\_\_  
Kim W. Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:  
Date of Second Reading:  
Date of Public Hearing:  
Date of Third Reading:

FORM OF BOND

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 COUNTY OF RICHLAND  
 GENERAL OBLIGATION BONDS, SERIES 2018A

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefore.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with the Constitution

and laws of the State of South Carolina (the "State"), including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. \_\_\_\_\_ duly enacted by the County Council on \_\_\_\_\_, 2018.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State, this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk, County Council



[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

\_\_\_\_\_ as Registrar

By: \_\_\_\_\_ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors  
  
\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_ (Name and address of Transferee)  
the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

\_\_\_\_\_  
Signature(s) must be guaranteed  
by an institution which is a  
participant in the Securities  
Transfer Agents Medallion  
Program (“STAMP”) or similar  
program.

\_\_\_\_\_  
NOTICE: The signature to this  
agreement must correspond with  
the name of the registered holder as  
it appears upon the face of the  
within Bond in every particular,  
without alteration or enlargement or any  
change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, and Law Offices of Ernest W. Cromartie, III, LLC, Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the Clerk to Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk to Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the “County Council”) of Richland County, South Carolina (the “County”), on \_\_\_\_\_, 2018, enacted Ordinance No. \_\_\_\_\_-HR entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$8,500,000 GENERAL OBLIGATION BONDS, SERIES 2018A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ASSISTANT ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO” (the “Ordinance”). The Ordinance authorizes the issuance and approves the sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A (the “Series 2018A Bonds”) of the County.

The proceeds of the Series 2018A Bonds will be used to provide funds for: (i) defraying the costs of communications equipment for the Sheriff’s Department (the “Projects”) (ii) paying costs of issuance of the Series 2018A Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

/s/Chair, County Council, Richland County,  
South Carolina

FORM OF NOTICE OF SALE

\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2018A  
OF RICHLAND COUNTY, SOUTH CAROLINA

Date and Time of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of all but not part of the above bonds (the “Series 2018A Bonds”) will be received on behalf of Richland County, South Carolina (the “County”) until 11:00 a.m., South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2018

Bid Submission: Electronic proposals will be received via PARITY®, in the manner described below, until 11:00 a.m., South Carolina time, on \_\_\_\_\_, 2018. Bids may be submitted electronically via PARITY® pursuant to this Notice until 11:00 AM, South Carolina time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact Co-Bond Counsel – Frannie Heizer, McNair Law Firm, P.A., 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, telephone (803) 799-9800 or i-Deal at 395 Hudson Street, New York, New York 10014, telephone (212) 807-3800.

Series 2018A Bonds: The Series 2018A Bonds will be issued under the DDTC Book-Entry Only System. The Bonds will be dated their date of delivery; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2018A Bonds maturing each year; and will mature serially in successive annual installments on March 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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As promptly as reasonably practicable after the bids are opened, the County will notify the bidder to whom the Series 2018A Bonds will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the County of the initial reoffering prices and yields to the public of the maturities of the Series 2018A Bonds. Such reoffering prices and yields, among other things, will be used by the County to calculate the final aggregate principal amount of the Bonds. It is anticipated that the final aggregate principal amount of the Bonds and the final principal amount for the Bonds will be communicated to the successful bidder within 24 hours of the bond sale. The dollar amount bid for principal by the successful bidder will be adjusted proportionately to reflect any reduction or increase in the aggregate principal amount of the Series 2018A Bonds, but the coupon rates specified by the successful bidder will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

The Series 2018A Bonds will bear interest from the date thereof payable semiannually on March 1 and September 1 of each year, commencing March 1, 2019, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: U.S. Bank, Minneapolis, Minnesota shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2018A Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Series 2018A Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2018A Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Series 2018A Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2018A Bonds to the date of full payment of the purchase price.

Basis of Award. The Series 2018A Bonds will be awarded to the responsive bidder who bid results in the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2018A Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Series 2018A Bonds, results in an amount equal to the price bid for the Series 2018A Bonds. If two or more bids provide for the same lowest TIC, the County shall award the bid to the bidder whose bid is in the best interest of the County to be determined by the County in its sole discretion, and such determination shall be final. **ANY BID FOR LESS THAN ALL THE SERIES 2018A BONDS OR A BID FOR LESS THAN PAR WILL BE REJECTED.** The County reserves the right to reject any and all bids or to waive irregularities in any bid. In order to calculate the yield on the Series 2018A Bonds for federal tax law purposes and as a condition precedent to the award of the Series 2018A Bonds, the successful bidder will be required to disclose to the County the price (or yield to maturity) at which the Series 2018A Bonds will be reoffered to the public. The Series 2018A Bonds will be awarded or all bids will be rejected within 24 hours of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2018A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2018A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: The County has distributed an Official Statement in connection with the sale of the Series 2018A Bonds in preliminary form (the "Preliminary Official Statement"). The County, by accepting the bid of the successful bidder, (a) certifies to such successful bidder as of the date of acceptance of such bid that the Preliminary Official Statement furnished prior to the date of such acceptance has been "deemed final" as of its date by the County within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2 12"), although subject to revision, amendment and completion; and (b) agrees to provide such successful bidder, in order to permit such successful bidder to comply with Rule 15c2 12, with up to 50 printed copies of the final Official Statement approved by the County in relation to the sale by the County of the Series 2018A Bonds within the period of time allowed under Rule 15c2 12, at the sole cost and expense of the County, with any additional printed copies which such successful bidder shall reasonably request to be provided at the sole cost and expense of the successful

bidder. Such successful bidder, by executing its bid, agrees to provide two copies of the final Official Statement to the Electronic Municipal Market Access system within the meaning of Rule 15c2 12 (a “EMMA”) upon receipt of the final Official Statement from the County and two copies of the final Official Statement (with any required forms) to the Municipal Securities Rulemaking Board (the “MSRB”) or its designee pursuant to MSRB Rule G 36 no later than ten (10) business days following the date of acceptance of its bid, and such successful bidder further agrees to comply with all other applicable provisions of Rule 15c2 12 and MSRB Rule G 36. Such successful bidder shall notify the County of (i) the date which is the “end of the underwriting period” within the meaning of Rule 15c2 12 and (ii) the date on which the final Official Statement is filed with EMMA. Copies of the Preliminary Official Statement may be obtained at the offices listed in this Official Notice of Sale under the caption “Additional Information.” In the Ordinance, the County has committed to provide certain annual information and notices of material events as required by Rule 15c2 12 and as described in the Official Statement. The successful bidder’s obligation to purchase the Series 2018A Bonds shall be conditioned upon its receiving, at or prior to the delivery of the Series 2018A Bonds, in form and substance reasonably satisfactory to the successful bidder, a copy of the continuing disclosure undertaking set forth above, which shall constitute a written agreement for the benefit of the Holders of the Series 2018A Bonds as required by Rule 15c2 12. The Preliminary Official Statement has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c212 but is subject to revision, amendment and completion in a final Official Statement as provided in Rule 15c2 12. Within seven (7) business days of the bid opening date, the County will deliver the final Official Statement to the successful bidder in sufficient quantity to comply with Rule 15c2 12.

Blue Sky Laws: The County has not undertaken to register the Series 2018A Bonds under the securities laws of any state, nor has the County investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Series 2018A Bonds under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the Series 2018A Bonds, the winning bidder represents that the sale of the Series 2018A Bonds in states other than South Carolina will be made only under exemptions from registration or, wherever necessary, the winning bidder will register the Series 2018A Bonds in accordance with the securities laws of the state in which Series 2018A Bonds are offered or sold. The County agrees to cooperate with the winning bidder, at the winning bidder’s written request and expense, in registering the Series 2018A Bonds or obtaining an exemption from registration in any state where such action is necessary, but shall not be required to consent to service of process in any such state.

Postponement: The County reserves the right to postpone from time to time the date established for receipt of bids. The County will communicate any such change in the sale date through the Bloomberg Wire or the Bond Buyer Wire prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Series 2018A Bonds is postponed, any alternative sale date will be announced through the Bloomberg Wire or the Bond Buyer Wire at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed bid for the purchase of the Series 2018A Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced through the Bloomberg Wire or the Bond Buyer Wire at the time the sale date and time are announced.

Continuing Disclosure: A description of the County’s undertaking with respect to its Continuing Disclosure Undertaking is set forth in the Preliminary Official Statement.

Legal Opinions: The issuance of the Series 2018A Bonds is subject to the favorable opinions of McNair Law Firm, P.A. and The Law Offices of Ernest W. Cromartie III, LLC, as co-Bond Counsel, as to the validity of the issuance of the Series 2018A Bonds under the constitution and laws of the State and the exemption of the Bonds from federal income taxation, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Series 2018A Bonds

Issue Price Certificate: The winning bidder shall assist the County in establishing the issue price of the Series 2018A Bonds and shall execute and deliver to the County at Delivery an “issue price” certificate setting forth the reasonably expected initial offering price to the public, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel. A sample copy of the certificate may be obtained from McNair Law Firm, P.A.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “Competitive Sale Requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the Competitive Sale Requirements are not satisfied, the County shall so advise the winning bidder. The County may determine to treat the initial offering price to the public as of the sale date of the Bonds as the issue price of the Bonds (the “Hold-the-Offering-Price Rule”). The County shall promptly advise the winning bidder, at or before the time of award of the Bonds, that the Bonds shall be subject to the Hold-the-Offering-Price Rule. Bids will not be subject to cancellation in the event that the County determines to apply the Hold-the-Offering-Price Rule to the Bonds. Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (1) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price (the “Initial Offering Price”), or at the corresponding yield, set forth in the bid submitted by the winning bidder and (2) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public (the “10% Test”).

The winning bidder shall promptly advise the County when the underwriters have sold 10% of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (1) the agreement of each underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (2) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (3) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (1) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Bonds allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds or all Bonds have been sold to the public and (b) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (2) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Bonds allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Bonds or all Bonds have been sold to the public and (b) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (a) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that



agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) ‘sale date’ means the date that the Bonds are awarded by the County to the winning bidder.

CUSIP Numbers: CUSIP identification numbers and CUSIP Service Bureau charges for assignment of the numbers will be the responsibility of the successful bidder and should be provided to the County within five (5) days of being selected as the winning bidder, but any delay, error or omission with respect thereto shall not constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Notes in accordance with the terms of this Official Notice of Sale. The successful bidder shall also be responsible for securing DTC eligibility.

Delivery: The Series 2018A Bonds will be delivered on or about \_\_\_\_\_, 2018, in New York, New York, at the expense of the County. The balance of the purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: For copies of the Preliminary Official Statement and the Official Notice of Sale, please go to [www.munios.com](http://www.munios.com). The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the Series 2018A Bonds.

RICHLAND COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of \_\_\_\_\_, 2018, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2018A Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2018A Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2018A Bonds and the 9-digit CUSIP numbers for all Series 2018A Bonds to which the document applies.

“Disclosure Representative” means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2018A Bonds (including persons holding Series 2018A Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2018A Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2018A Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2018 Series 2018A Bonds, as listed on Appendix A.

“Series 2018A Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2018A Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
  - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
  - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
  - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
    - “Principal and interest payment delinquencies;”
    - “Non-Payment related defaults, if material;”
    - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
    - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
    - “Substitution of credit or liquidity providers, or their failure to perform;”
    - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
    - “Modifications to rights of securities holders, if material;”
    - “Bond calls, if material;”
    - “Defeasances;”
    - “Release, substitution, or sale of property securing repayment of the securities, if material;”
    - “Rating changes;”
    - “Tender offers;”
    - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
    - “Merger, consolidation, or acquisition of the obligated person, if material;” and
    - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
  - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”

8. “consultant reports;” and
  9. “other financial/operating data.”
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

### SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information for the most recently completed fiscal year with respect to the Issuer updating the information provided in the Official Statement under the headings: “THE BONDS—Security,” “DEBT STRUCTURE – Outstanding Indebtedness,” and “CERTAIN FISCAL MATTERS – Assessed Value of Taxable Property in the County,” “— Estimated True Value of All Taxable Property in the County,” “— Tax Rates,” ---- Tax Collections for Last Five Years,” and “— Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles (“GAAP”) as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

### SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2018A Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2018A Bonds, or other material events affecting the tax status of the Series 2018A Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2018A Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- (xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.



The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

**SECTION 5. CUSIP Numbers.** Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2018A Bonds and the 9-digit CUSIP numbers for the Series 2018A Bonds as to which the provided information relates.

**SECTION 6. Additional Disclosure Obligations.** The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

**SECTION 7. Voluntary Filing.**

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set

forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

**SECTION 8. Termination of Reporting Obligation.** The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2018A Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2018A Bonds, when the Issuer is no longer an obligated person with respect to the Series 2018A Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

**SECTION 9. Disclosure Dissemination Agent.** The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure

Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2018A Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2018A Bonds or under any other document relating to the Series 2018A Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2018A Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2018A Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2018A Bonds and would not, in and of itself, cause the undertakings herein to

violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2018A Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2018A Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,  
as Disclosure Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer \_\_\_\_\_  
Obligated Person(s) \_\_\_\_\_  
Name of Bond Issue: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_  
Date of Official Statement \_\_\_\_\_

CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
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CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: \_\_\_\_\_

Obligated Person: \_\_\_\_\_

Name(s) of Bond Issue(s): \_\_\_\_\_

Date(s) of Issuance: \_\_\_\_\_

Date(s) of Disclosure Agreement: \_\_\_\_\_

CUSIP Number: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2018A Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

\_\_\_\_\_

cc:

EXHIBIT C-1  
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

---

Issuer's Six-Digit CUSIP Number:

---

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

---

Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Notice Events (Check One):

1. \_\_\_\_\_ "Principal and interest payment delinquencies;"
2. \_\_\_\_\_ "Non-Payment related defaults, if material;"
3. \_\_\_\_\_ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. \_\_\_\_\_ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. \_\_\_\_\_ "Substitution of credit or liquidity providers, or their failure to perform;"
6. \_\_\_\_\_ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. \_\_\_\_\_ "Modifications to rights of securities holders, if material;"
8. \_\_\_\_\_ "Bond calls, if material;"
9. \_\_\_\_\_ "Defeasances;"
10. \_\_\_\_\_ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. \_\_\_\_\_ "Rating changes;"
12. \_\_\_\_\_ "Tender offers;"
13. \_\_\_\_\_ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. \_\_\_\_\_ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. \_\_\_\_\_ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

\_\_\_\_\_ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

---

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

Digital Assurance Certification, L.L.C.  
390 N. Orange Avenue  
Suite 1750  
Orlando, FL 32801  
407-515-1100

Date:



EXHIBIT C-2  
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of \_\_\_\_\_ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

---

Issuer's Six-Digit CUSIP Number:

---

---

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

---

Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Voluntary Event Disclosure (Check One):

1. \_\_\_\_\_ "amendment to continuing disclosure undertaking;"
2. \_\_\_\_\_ "change in obligated person;"
3. \_\_\_\_\_ "notice to investors pursuant to bond documents;"
4. \_\_\_\_\_ "certain communications from the Internal Revenue Service;"
5. \_\_\_\_\_ "secondary market purchases;"
6. \_\_\_\_\_ "bid for auction rate or other securities;"
7. \_\_\_\_\_ "capital or other financing plan;"
8. \_\_\_\_\_ "litigation/enforcement action;"
9. \_\_\_\_\_ "change of tender agent, remarketing agent, or other on-going party;"
10. \_\_\_\_\_ "derivative or other similar transaction;" and
11. \_\_\_\_\_ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

---

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

Digital Assurance Certification, L.L.C.  
390 N. Orange Avenue  
Suite 1750  
Orlando, FL 32801  
407-515-1100

Date:

EXHIBIT C-3  
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of \_\_\_\_\_ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

\_\_\_\_\_

Number of pages attached: \_\_\_\_

\_\_\_\_ Description of Voluntary Financial Disclosure (Check One):

1. \_\_\_\_ "quarterly/monthly financial information;"
2. \_\_\_\_ "change in fiscal year/timing of annual disclosure;"
3. \_\_\_\_ "change in accounting standard;"
4. \_\_\_\_ "interim/additional financial information/operating data;"
5. \_\_\_\_ "budget;"
6. \_\_\_\_ "investment/debt/financial policy;"
7. \_\_\_\_ "information provided to rating agency, credit/liquidity provider or other third party;"
8. \_\_\_\_ "consultant reports;" and
9. \_\_\_\_ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_

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

Digital Assurance Certification, L.L.C.  
390 N. Orange Avenue  
Suite 1750  
Orlando, FL 32801  
407-515-1100

Date:

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, \_\_\_\_\_, 2018, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$\_\_\_\_\_ (the "Series 2018A Bonds"), the proceeds of which will be used to provide funds for: (i) defraying the costs of communications equipment for the Sheriff's Department (the "Projects"); (ii) paying costs of issuance of the Series 2018A Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Series 2018A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2018A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2018A Bonds.

COUNTY COUNCIL OF RICHLAND COUNTY,  
SOUTH CAROLINA

## Richland County Council Request for Action

**Subject:**

An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto

**Notes:**

First Reading: June 5, 2018

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-18HR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$2,000,000 FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND, SERIES 2018B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE ASSISTANT COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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 1. Findings and Determinations. The County Council (the “County Council”) of Richland County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “S.C. Code”), the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County;

(b) The County Council has previously determined to establish, operate and maintain a system of fire protection in the unincorporated area of the County and in the incorporated limits of the Town of Forest Acres, the Town of Blythewood, and the Town of Eastover and within the Capital View Fire District and, pursuant to the provisions of Chapter 19 of Title 4 of the S.C. Code (the “Enabling Act”), designated the areas of the County where fire protection service may be furnished by the County under the provisions of the Enabling Act (the “District”);

(c) By virtue of the Enabling Act, County Council is authorized to issue general obligation bonds of the County for the purpose of raising moneys to establish, maintain, and operate a fire protection system as provided by the Enabling Act and to purchase the necessary firefighting equipment and to construct, acquire, and build the necessary fire stations and to acquire sites for such stations;

(d) Section 12 of Article X of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”) prohibits the issuance of general obligation bonds of any county to finance fire protection facilities benefiting only a particular geographic section of a county unless a special assessment, tax or service charge in an amount designed to provide debt service shall be imposed upon the areas or persons receiving the benefit therefrom;

(e) After due investigation, County Council has determined and hereby finds that the levy and collection of an annual ad valorem tax within the District pursuant to this Ordinance will be sufficient to provide for the payment of the principal and interest on the bond to be issued hereunder, and the respective requirements of Article X, Section 12 of the Constitution and Section 4-19-30 of the Enabling Act with respect to the issuance of the bond provided for herein have been met;

(f) Pursuant to Ordinance No. 067-12 dated November 13, 2012, County Council has approved Written Procedure related to Tax-Exempt Debt; and

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of a not to exceed \$2,000,000 fire protection service general obligation bond of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina (the "State"), the proceeds of which will be used to provide funds for the acquisition of firefighting equipment including but not limited to self-contained breathing apparatus (the "Project"), costs of issuance of the bonds; and such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Series 2018B Bond. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued a not to exceed \$2,000,000 principal amount fire protection service general obligation bond of the County to be designated "\$[Amount Issued] Fire Protection Service General Obligation Bond Series 2018B, of Richland County, South Carolina" (the "Series 2018B Bond") for the purposes stated in Section 1(g) of this Ordinance.

The Series 2018B Bond shall be issued as fully registered Series 2018B Bond; shall be dated as of the date in which the Series 2018B Bond is delivered to the initial purchaser(s) thereof or such other date as designated by the Assistant County Administrator or his/her lawfully authorized designee (the "Assistant Administrator"); shall be numbered R-1; shall bear interest at such times and at such rate as hereafter designated by the Assistant Administrator; and shall mature serially in successive annual installments as determined by the Assistant Administrator or his/her lawfully authorized designee.

Both the principal of and interest on the Series 2018B Bond shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Registrar/Paying Agent shall be the Clerk to Council.

SECTION 3. Delegation of Authority to Determine Certain Matters related to the Series 2018B Bond. Without further authorization, the County Council hereby delegates to the Assistant Administrator the authority to: (a) determine the par amount of the Series 2018B Bond; (b) determine the maturity date of the Series 2018B Bond; (c) determine prepayment provisions, if any, for the Series 2018B Bond; (e) the time and date of sale of the Series 2018B Bond; (f) to receive bids on behalf of the County Council; and (g) award the Series 2018B Bond to the bidder whose bid is in the best interest of the County, upon advice from the County's Municipal Advisor and Co-Bond Counsel. After the sale of the Series 2018B Bond, the Assistant Administrator shall submit a written report to County Council setting forth the details of the Series 2018B Bond as set forth in this paragraph.

SECTION 4. Form of Series 2018B Bond. The Series 2018B Bond shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

The Series 2018B Bond shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk to Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon.

SECTION 5. Notice of Initiative and Referendum. The County Council hereby delegates to its Chair and the Assistant Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27 of the S.C. Code, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the S.C. Code, shall be given with respect to this Ordinance, such notice being in the form attached hereto as Exhibit B. The Chair and the Assistant Administrator are authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 6. Sale of Series 2018B Bond, Form of Notice of Sale. The Series 2018B Bond shall be offered for public sale on the date and at the time designated by the Assistant Administrator. An Official Notice of Sale in substantially the form set forth in Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a Summary Notice of Sale shall be published in a newspaper of general circulation in the State of South not less than seven (7) days prior to the date set for such sale.

SECTION 7. Security for Series 2018B Bond. For the payment of the principal of and interest on the Series 2018B Bond, as they respectively mature, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and pursuant to Section 4-19-140 of the S.C. Code and Section 12 of Article X of the Constitution, there shall be levied annually by the County Auditor (the "Auditor") and collected by the County Treasurer (the "Treasurer"), in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the District sufficient to pay the principal of and interest on such Series 2018B Bond as they respectively mature and to create such sinking fund as may be necessary therefor. Bonds issued by the County for the District are the primary obligation of the District and only in the event ad valorem taxes levied and collected in the District are insufficient to pay the debt service on the Series 2018B Bond shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Series 2018B Bond as they mature and to create such sinking fund as may be necessary therefor.

The County shall give the Auditor and Treasurer written notice of the delivery of and payment for the Series 2018B Bond and they are hereby directed to levy and collect annually, on all taxable property in the District and the County, if and when necessary, a tax, without limit, sufficient to pay the principal of and interest on the Series 2018B Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 8. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied, and such Series 2018B Bond shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2018B Bond shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2018B Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee to be named in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Series 2018B Bond shall no longer be deemed to be outstanding hereunder, such Series 2018B Bond shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, counties and political subdivisions which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and
- (iv) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Series 2018B Bond shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 9. Exemption from State Taxes. Both the principal of and interest on the Series 2018B Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, County, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 10. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County’s tax base.

SECTION 11. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2018B Bond shall be deposited with the County Treasurer and used for the purposes described herein.

SECTION 12. Tax Covenants. The County hereby covenants and agrees with the Holders of the Series 2018B Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2018B Bond to become includable in the gross income of the Series 2018B bondholder for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, regulations promulgated thereunder (The “IRC”) in effect on the date of original issuance of the Series 2018B Bond. The County further covenants and agrees with the holders of the Series 2018B Bond that no use of the proceeds of the Series 2018B Bond shall be made which, if such use had been reasonably expected on the date of issue of the Series 2018B Bond would have caused the Series 2018B Bond to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Series 2018B Bond is outstanding;



(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 13. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Series 2018B Bond for expenditures with respect to the Project (the “Expenditures”). The County anticipates incurring Expenditures with respect to the Projects prior to the issuance by the County of the Series 2018B Bond for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County’s general reserve funds or other legally-available funds.

SECTION 14. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2018B Bond and this Ordinance, such notice in the form attached hereto as Exhibit D, having been published in The State, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 15. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 16. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Series 2018B Bond: Chair of the County Council, Assistant Administrator, Clerk to Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC as Co-Bond Counsel, and Southern Municipal Advisors, Inc., as Municipal Advisor, in connection with the issuance of the Series 2018B Bond. The Assistant Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2018B Bond is, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joyce Dickerson, Chair  
Richland County Council

(SEAL)

ATTEST THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2018

\_\_\_\_\_  
Kim W. Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:  
Date of Public Hearing:  
Date of Second Reading:  
Date of Third Reading:

(FORM OF BOND)

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 COUNTY OF RICHLAND  
 FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND  
 SERIES 2018B

R-1 \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to \_\_\_\_\_ in \_\_\_\_\_, its successors or registered assigns (the “Purchaser”), the principal sum of \_\_\_\_\_ Dollars. This Series 2018B Bond bears interest from its date payable on March 1 and September 1, commencing \_\_\_\_\_ 1, \_\_\_\_\_, at the rate of \_\_\_\_\_% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Principal on the Series 2018B Bond will be paid in successive annual installments on March 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Amount</u>
2019	
2020	

Both the principal of and interest on this Series 2018B Bond are payable at the principal office of the Purchaser in \_\_\_\_\_, in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Richland County Fire Protection District (the “Fire Protection District”) sufficient to pay the principal and interest of this Series 2018B Bond as they respectively mature and to create such sinking fund as may be necessary therefor. Series 2018B Bond issued by the County for the Fire Protection District are the primary obligation of the Fire Protection District and only in the event ad valorem taxes levied and collected in the Fire Protection District are insufficient to pay the debt service on the Series 2018B Bond shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Series 2018B Bond as they mature and to create such sinking fund as may be necessary.

This Series 2018B Bond is issued pursuant to and in accordance with Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”) and laws of the State of South Carolina (the “State”), including Title 4, Chapter 19, Code of Laws of South Carolina 1976, as amended and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. \_\_\_\_\_-18HR (the “Ordinance”), duly enacted by the County Council.

This Series 2018B Bond shall not be subject to prepayment prior to its maturity.

Under the laws of the State, this Series 2018B Bond and the interest hereon are exempt from all State, County, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Series 2018B Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Series 2018B Bond, together with all other indebtedness of the County does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection annually upon all taxable property in the County an ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal and interest on this Series 2018B Bond as the same shall respectively mature and to create a sinking fund to aid in the retirement and payment thereof.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Series 2018B Bond to be executed in its name by the manual or facsimile signature of the County Council Chair and attested by the manual or facsimile signature of the Clerk to Council under the seal of the County impressed, imprinted or reproduced hereon and this Series 2018B Bond to be dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joyce Dickerson, Chair  
Richland County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Kim W. Roberts, Clerk to Council

REGISTRATION

This Series 2018B Bond has been registered in the name of \_\_\_\_\_  
in \_\_\_\_\_, South Carolina, on the registration books kept by the Clerk to Council, Richland County,  
South Carolina.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Copies of the final approving opinions to be rendered shall be printed on the back of each Series 2018B Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, and Law Offices of Ernest W. Cromartie, III, LLC, Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the Clerk to Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk to Council

(FORM OF NOTICE)

NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the “County Council”) of Richland County, South Carolina (the “County”), on \_\_\_\_\_, 2018, enacted Ordinance No. \_\_\_\_-HR entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$2,000,000 FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND, SERIES 2018B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA,; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE ASSISTANT COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (the “Ordinance”). The Ordinance authorizes the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Series 2018B Bond, Series 2018B (the “Series 2018B Bond”) of the County.

The proceeds of the Series 2018B Bond will be used to provide funds for the acquisition of firefighting equipment including but not limited to self-contained breathing apparatus, costs of issuance of the Series 2018B Bond; and such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk to Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

FORM OF NOTICE OF SALE

\$ \_\_\_\_\_ FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND,  
 SERIES 2018B  
 OF RICHLAND COUNTY, SOUTH CAROLINA

Date and Time of Sale: NOTICE IS HEREBY GIVEN that electronic bids only will be received on behalf of Richland County, South Carolina (the “County”), until 11:00 a.m., South Carolina time, on \_\_\_\_\_, 2018, for the purchase of a \$\_\_\_\_\_ Fire Protection Services District General Obligation Bond, Series 2018B (the “Series 2018B Bond”), of the County.

Bids: Proposals will be accepted by e-mail transmission to Sandra Yudice, Assistant County Administrator at [yudice.sandra@richlandcountysc.gov](mailto:yudice.sandra@richlandcountysc.gov) with a copy to the County’s municipal advisor, at [smafla@bellsouth.com](mailto:smafla@bellsouth.com) and to Frannie Heizer, the County’s co-bond counsel at [fheizer@mcnair.net](mailto:fheizer@mcnair.net). The County shall not be responsible for the confidentiality of bids submitted by e-mail transmission.

Series 2018B Bond: The Series 2018B Bond will be issued in fully registered form; as a single bond and will be dated the date of delivery. Interest on the Series 2018B Bond will be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2019, until the Series 2018B Bond matures. Principal on the bond will be paid annually on March 1 in each of the years and in the principal amounts as shown below:

(March 1) <u>Year</u>	<u>Principal Payment*</u>
2019	
2020	

\*Preliminary, subject to adjustment.

Adjustment of Principal Payments. The schedule of principal payments set forth above represents an estimate of the principal payments on the Series 2018B Bond which will be sold. If, after final computation of the bids, the County determines that the principal payments on the Series 2018B Bond should be adjusted in order to maintain structured debt service on all of its outstanding bonds, County reserves the right either to increase or decrease the principal payments on the Series 2018B Bond.

Purpose: The proceeds of the Series 2018B Bond will be used to provide funds for the acquisition of firefighting equipment including but not limited to purchase emergency vehicles, fire apparatus, portable and fixed equipment, costs of issuance of the Series 2018B Bond; and such other lawful corporate and public purposes as the County Council shall determine.

Redemption Provisions: The Series 2018B Bond will not be subject to redemption prior to its maturity.

Tax Exemption and Other Tax Matters: The Internal Revenue Code of 1986, as amended (the “Code”), includes provisions that relate to tax-exempt obligations, such as the Series 2018B Bond, including, among other things, permitted uses and investment of the proceeds of the Series 2018B Bond and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Series 2018B Bond becoming subject to federal income taxation retroactive to the date of issuance of the Series 2018B Bond. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Series

2018B Bond from gross income for federal tax purposes. Failure of the County to comply with the covenant could cause the interest on the Series 2018B Bond to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Series 2018B Bond is not an item for tax preference for purposes of the individual alternative minimum tax.

The purchaser of the Series 2018B Bond should consult its tax advisors with respect to collateral tax consequences of ownership of the Series 2018B Bond, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.

South Carolina Taxation: The interest on the Series 2018B Bond is exempt from all State taxation except estate or other transfer taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the Series 2018B Bond.

Registrar/Paying Agent: The County will serve as Registrar/Paying Agent for the Series 2018B Bond.

Bid Requirements: Bidders shall specify the rate of interest per annum which the Series 2018B Bond is to bear, to be expressed in multiples of 1/20 or 1/8 of 1. The coupon on the maturity cannot exceed \_\_\_\_%. A BID FOR LESS THAN PAR WILL BE REJECTED.

Award of Bid. The Series 2018B Bond will be awarded to the bidder or bidders offering to purchase the Series 2018B Bond at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2018B Bond (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Series 2018B Bond, results in an amount equal to the price bid for the Series 2018B Bond. In the event of a tie bid, the Series 2018B Bond will be awarded to the bidder whose bid was received first. All bids should include any expenses to be incurred by the proposer which are expected to be paid by the County.

The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 4:00 p.m., South Carolina time, on the date of the sale.

Good Faith Deposit: No good faith deposit is required.

Security: For the payment of the Series 2018B Bond, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Richland County Fire Protection District (the "Fire Protection District") sufficient to pay the principal and interest of the Series 2018B Bond. Bonds issued by the County for the Fire Protection District are the primary obligation of the Fire Protection District and only in the event ad valorem taxes levied and collected in the Fire Protection District are insufficient to pay the debt service on the Series 2018B Bond shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Series 2018B Bond as they mature and to create such sinking fund as may be necessary.



Legal Opinions: The issuance of the Series 2018B Bond is subject to the favorable opinions of McNair Law Firm, P.A. and The Law Offices of Ernest W. Cromartie III, LLC, as Co-Bond Counsel, as to the validity of the issuance of the Series 2018B Bond under the constitution and laws of the State and the exemption of the Series 2018B Bond from federal income taxation, which opinions shall accompany the Series 2018B Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Series 2018B Bond.

Written Confirmation of Lender: The successful purchaser of the Series 2018B Bond will be required to execute a Written Confirmation of Lender in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Series 2018B Bond. Bidders are also requested to indicate whether any commitment fee will be required or whether the County will be requested to reimburse the successful bidder for out-of-pocket expenses and counsel fees.

Delivery: The Series 2018B Bond will be delivered on or about \_\_\_\_\_, 2018, in Columbia, South Carolina or such other location as agreed upon between the County and the Purchaser, at the expense of the County. The purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: Persons seeking information should communicate with the County's Municipal Advisor, Teressa Cawley, Southern Municipal Advisors, Inc., telephone (864); e-mail: [smafla@bellsouth.net](mailto:smafla@bellsouth.net) or with the County's Co- Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., telephone (803) 799-9800, e-mail: [fheizer@mcnair.net](mailto:fheizer@mcnair.net).

Richland County, South Carolina

**FORM OF WRITTEN CONFIRMATION OF LENDER**

[Date of Closing]

County Council  
Richland County, SC

McNair Law Firm, P.A.  
Columbia, South Carolina

Southern Municipal Advisors, Inc.  
Piedmont, South Carolina

\$\_\_\_\_\_ Fire Protection Service General Obligation Bond, Series 2018B,  
Richland County, South Carolina

Ladies and Gentlemen:

The undersigned, on behalf of [NAME OF LENDER], as purchaser of the above-referenced Series 2018B Bond (the “Lender”), has agreed to purchase the Series 2018B Bond issued by Richland County, South Carolina (the “County”) in order to finance certain capital projects of the County.

The Lender hereby represents to you that:

- (1) The Series 2018B Bond is non-transferable or restricted to transfer to acquirers similar to Lender.
- (2) The Series 2018B Bond may be transferred through participation or syndication only.
- (3) The financing arrangement between the Lender and the County is represented solely by the Series 2018B Bond, which is a contract between the parties thereto.
- (4) The Series 2018B Bond is not rated by a credit rating agency.
- (5) The Series 2018B Bond is not assigned a CUSIP number.
- (6) Assignment of Lender’s rights under the Series 2018B Bond is subject to the terms and conditions of the Series 2018B Bond.
- (7) There is no agreement facilitating creation of a market for trading, such as a marketing or remarketing agreement or continuing disclosure agreement, with respect to the Series 2018B Bond or any obligations thereunder.
- (8) The terms of the Series 2018B Bond have been negotiated between Lender and the County.

- (9) The obligations of the Lender under the Series 2018B Bond will be those of the Lender, not the securities affiliate of the Lender.
- (10) Lender will treat the transaction contemplated by the Series 2018B Bond as a loan, not a security, for accounting and regulatory purposes.
- (11) Registration is in physical form, in name of the Lender.
- (12) The Lender has sufficient knowledge and experience in financial and business matters, including those involving loans to public bodies, to be able to evaluate the risks and merits of the credit represented by the purchase of the Series 2018B Bond.
- (13) The Lender understands that no official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the County and the Series 2018B Bond is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the County, the Series 2018B Bond, and other material factors affecting the security for and payment of the County's obligations under the Series 2018B Bond.
- (14) The Lender acknowledges that it has either been supplied with or has access to information, including financial statements and other financial information, regarding the County, to which a reasonable lender would attach significance in making credit decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Series 2018B Bond and the security therefor, so that as a reasonable lender, it has been able to make its decision to purchase the Series 2018B Bond.
- (15) The Lender understands that the scope of engagement of McNair Law Firm, P.A., and Ernest W. Cromartie, III, Law Firm, LLC, as Bond Counsel, with respect to the Series 2018B Bond has been limited to matters set forth in their opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Series 2018B Bond.

[LENDER]

(FORM OF NOTICE OF PUBLIC HEARING)

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on \_\_\_\_\_, 2018, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of Fire Protection General Obligation Series 2018B Bond of Richland County, South Carolina (the "Series 2018B Bond") in the aggregate principal amount of not to exceed \$2,000,000, the proceeds of which will be used to provide funds for the acquisition of firefighting equipment including but not limited to self-contained breathing apparatus, costs of issuance of the Series 2018B Bond; and such other lawful corporate and public purposes as the County Council shall determine.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2018B Bond.

# Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters

**Notes:**

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO LORICK PLACE, LLC TO ASSIST IN THE DEVELOPMENT OF A LOW-INCOME HOUSING PROJECT; AND OTHER RELATED MATTERS.**

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

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

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Lorick Place, LLC (“Company”) desires to establish a commercial low-income housing complex within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$10,000,000;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project, specifically, approximately 5.8 acres located at 3800 West Avenue, Columbia, South Carolina, 29203 (“Property”), in the Park; and

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: June 19, 2018  
Second Reading:   
Public Hearing:   
Third Reading:



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

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**LORICK PLACE, LLC**

**Effective as of: \_\_\_\_\_, 2018**

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of \_\_\_\_\_, 2018 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and LORICK PLACE, LLC (“Company” together with the County, “Parties,” each, a “Party”).

### W I T N E S S E T H :

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

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

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

WHEREAS, the Company has committed to establish a commercial apartment complex in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$10,000,000;

WHEREAS, by an ordinance enacted on \_\_\_\_\_, 2018 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

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

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

## **ARTICLE I REPRESENTATIONS**

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

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

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

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

## **ARTICLE II INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$10,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the Company is subject to the clawback requirements set forth in Section 2.3 below.

**Section 2.2. *Infrastructure Credits.***

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

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

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

**Section 2.3. Clawback.** If the Company fails to meet the Investment Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Investment Commitment and is calculated as follows:

**Repayment Amount = Total Received x Clawback Percentage**

**Clawback Percentage = 100% - Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment**

*For example, and by way of example only, if the Company had received \$1,000,000 in Infrastructure Credits, and had invested \$9,000,000 by the Certification Date, the Repayment Amount would be calculated as follows:*

$$\text{Investment Achievement Percentage} = \$9,000,000 / \$10,000,000 = 90\%$$

$$\text{Clawback Percentage} = 100\% - 90\% = 10\%$$

$$\text{Repayment Amount} = \$1,000,000 \times 10\% = \$100,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

**Section 2.4 Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

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

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

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

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of twelve (12) months;

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

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

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

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

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

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

#### **ARTICLE IV MISCELLANEOUS**

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

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

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

**Section 4.2. *Assignment.*** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an "Affiliate" of the Company so long as the Company provides written consent of the assignment, and

the Affiliate agrees in a signed writing delivered to the County to assume all duties and obligations of the Company hereunder. An “Affiliate” of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

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

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

**Section 4.5. Limitation of Liability.**

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

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

**Section 4.6. Indemnification Covenant.**

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

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

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



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

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

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

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

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

if to the Company:                   Lorick Place, LLC  
  C/O Columbia Housing Authority  
  1917 Harden Street  
  Columbia, SC 29204  
  Attn: Executive Director  
  Phone: 803-254-3886 ext. 211  
  Email: gwalker@chasc.org

with a copy to  
(does not constitute notice):       Haynsworth Sinkler Boyd P.A.  
  Attn: John Van Duys  
  1201 Main Street, Suite 2200 (29201)  
  Post Office Box 11889  
  Columbia, South Carolina 29211-1889  
  Phone: 803.540.7826  
  Fax: 803.765.1243

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

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses based on actual costs incurred in the amount of up to \$10,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*

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

**LORICK PLACE, LLC**, a South Carolina limited liability company

By: Columbia Housing Authority Developments  
– Lorick, LLC, a South Carolina limited liability company, Managing Member

By: Columbia Housing Authority Developments, Inc., a South Carolina nonprofit corporation, Manager

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

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**[INSERT PROPERTY DESCRIPTION]**

**EXHIBIT B**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

**The Infrastructure Credits shall be the amount necessary to reduce the net, annual Fee Payment to \$9,634.00 per year for 40 years.**

**A RESOLUTION AUTHORIZING A GRANT OF CERTAIN FUNDS TO PROJECT FEATHER AND THE ADMINISTRATION BY THE COUNTY OF CERTAIN THIRD-PARTY GRANT FUNDS**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended (“Act”), to enact resolutions, ordinances and regulations for the purpose of promoting the general welfare of the County;

WHEREAS, pursuant to the Act, the County has previously established a fund (“Fund”) and appropriated money thereto, the purpose of which is to promote the economic development of and creation of job opportunities in the County;

WHEREAS, the County is further authorized pursuant to the Act to receive and administer certain third-party grant funds which are provided to or passed-through the County to promote the economic development of and creation of job opportunities in the County;

WHEREAS, the County is negotiating with a company known to the County as Project Feather (“Company”) regarding a potential investment by the Company in the County consisting of \$2,500,000 in capital investment and the creation of 200 jobs (collectively “Project”);

WHEREAS, to provide an inducement to the Company to locate the Project in the County, the County desires to make a grant to the Company from the Fund in the amount of \$70,000 (“Grant”), to offset certain costs expected to be incurred by the Company for its investment in qualifying infrastructure serving the Project or the County (“Infrastructure”); and

WHEREAS, to provide further inducement to the Company to locate the Project in the County, the County desires to accept and administer certain third-party grant funds for the Project’s benefit which funds will be used to offset certain costs of the Infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY COUNTY COUNCIL:

**Section 1. Grant Authorized.** The Grant is hereby authorized for the purpose of assisting the Company in paying the costs of the Infrastructure. The Grant is conditioned on the Company completing the Project by no later than December 31, 2023 (“Completion Date”). If the Project is not completed by the Completion Date, the Company shall repay the Grant to the County. The Chair of County Council (“Chair”), the County Administrator and the Director of Economic Development are authorized to take such further action and execute such further documents as may be necessary to make the Grant to the Company and to memorialize the terms and conditions of the Grant.

**Section 2. Third-Party Grant Acceptance and Administration.** To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project’s benefit according to any documents governing the receipt and expenditure of the grant funds. The Chair, the County Administrator and the Director of Economic Development are authorized to take such further action and execute such further documents as may be necessary to accept, administer and memorialize the terms and conditions of any third-party grant funds.

**Section 3. Further Assurances.** County Council confirms the authority of the Chair, the County Administrator and the Director of Economic Development, and various other County officials and staff, acting at the direction of the Chair, County Administrator or Director of Economic Development, as appropriate, to take whatever further action and to draft, execute, deliver and post whatever further documents as may be appropriate to effect the intent of this Resolution.



**Section 4. Savings Clause.** If any portion of this Resolution shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

**Section 5. General Repealer.** Any prior resolution or order, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

---

Chairman of County Council  
Richland County, South Carolina

(SEAL)  
ATTEST:

---

Clerk to County Council  
Richland County, South Carolina



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: James Tyler Burns

Home Address: 119 Cricket Hill Road, Columbia, SC, 29223

Telephone: (home) 803-319-2056 (work) 803-767-4418

Office Address: 1201 Main Street, Columbia, SC, 29201

Email Address: Tyler@burnslawsc.com

Educational Background: BA from Univ. of SC Juris Doctor from USC Law

Professional Background: former attorney for SCDSS for abused children, practicing attorney for 10 years

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

Name of Committee in which interested: Business Service Center Appeals Board, Accommodations Tax Advisory Committee

Reason for interest: I've Been involved in public service to my community for many years as a solicitor and working with children through DSS. Now that I am in private private practice i'm looking for other ways to serve.

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

I am very hard working, honest, loyal and dedicated. I am a father of 2 boys and my hope is that they learn the value of service and try to leave the world slightly better for having been in it and making a positive difference.

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

Any other information you wish to give? Willing to answer any questions

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: 30-40

**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            X

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No            X

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

  
Applicant's Signature

05-19-18  
Date

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

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

Applications are current for one year.

Date Received: <u>5/21/18</u>	Staff Use Only
Date Sent to Council: _____	Received by: <u>[Signature]</u>
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: James Tyler Burns

Home Address: 119 Cricket Hill Road, Columbia, SC, 29223

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Office Address: 1201 Main Street, Columbia, SC, 29201

Email Address: Tyler@burnslawsc.com

Educational Background: BA from Univ. of SC Juris Doctor from USC Law

Professional Background: former attorney for SCDSS for abused children, practicing attorney for 10 years

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

Name of Committee in which interested: Business Service Center Appeals Board, Accommodations Tax Advisory  
Committee

Reason for interest: I've Been involved in public service to my community for many Transportation Penny Advisory  
Committee  
years as a solicitor and working with children through DSS. Now that I am in private private practice i'm looking for other ways  
to serve.

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

I am very hard working, honest, loyal and dedicated. I am a father of 2 boys and my hope is that they learn the value  
of service and try to leave the world slightly better for having been in it and making a positive difference.

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

Any other information you wish to give? Willing to answer any questions

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: 30-40

**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       X      

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No       X      

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

  
Applicant's Signature

05-15-18  
Date

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

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

**Applications are current for one year.**

Date Received: <u>5/21/18</u>	Staff Use Only
Date Sent to Council: _____	Received by: <u>      JLH      </u>
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: Marcus J. Brown ("Marc")
Home Address: 248 Carolina Ridge Dr. Columbia, SC 29229
Telephone: (home) 803-767-8324 (work) 803-255-9593
Office Address: 1320 Main St. 17th FL, Columbia, SC 29201
Email Address: brownmj14@gmail.com
Educational Background: Univ. of SC, B.S. Psych; Emory Univ. School of Law, J.D.
Professional Background (Must be one): CPA [X] Attorney [X] Business person [X]
Male [X] Female [ ] Age: 18-25 [ ] 26-50 [X] Over 50 [ ]
Name of Committee in which interested: Business Service Center Appeals Board
Reason for interest: as a citizen of Richland County, I have a vested interest in serving my community
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: I believe my critical thinking and knowledge of local laws would be an asset to the Board. Also, my law practice focuses on business litigation.
Presently serve on any County Board/Commission/Committee? No
Any other information you wish to give? I am also friends with a current Board member, Kitwanda Cyrus.
Recommended by Council Member(s), if any: Paul Livingston
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 board 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 boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board 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 Board or Commission, as the County Council, by majority vote of the council, shall elect.

**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 board? Yes  No

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

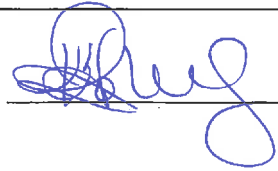
  
Applicant's Signature

3/1/2018  
Date

For more information about the Business Service Center Appeals Board, please e-mail [bsc@rcgov.us](mailto:bsc@rcgov.us) or call 576-2287.

Applications are current for one year.

**Please return applications to:**  
**Richland County**  
**Clerk of Council's Office**  
**Post Office Box 192**  
**Columbia, SC 29202**

<b>Staff Use Only</b>	
Date Received: <u>3-5-18</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: George Whitehead

Home Address: 509 Saddlebrook Lane, Hopkins, SC 29061

Telephone: (home) 803-622-7128 (work) 803-734-9143

Office Address: 2221 Devine Street, Columbia, SC 29250

Email Address: Gwhiteheadjr2@aol.com

Educational Background: B.A.

Professional Background: SCPPA Member, NABCJ Member

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

Name of Committee in which interested: Hospitality Tax Committee

Reason for interest: It would be my great honor to serve the citizens of this great county.

Looking for opportunities to be involved with making our County the best it can be and utilizing all available resources.

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

Integrity, Committed, Passionate, Computer literate, Outgoing, I can be an asset to your committee by using my valuable qualities from my current jobs. Such as, I am a hard worker and proactive person, my communication with people is good especially with our hotel guest and with my co-workers. I can also use my initiative while working in a team especially on my own task.

Presently serve on any County Committee, Board or Commission? Odyssey Golf Foundation

Any other information you wish to give? Sunday School Teacher,

Recommended by Council Member(s): N/A

Hours willing to commit eac month: As many are needed

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

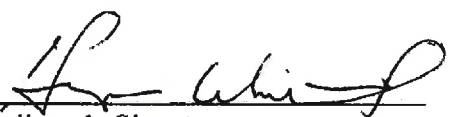
Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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


  
Applicant's Signature

5-2-18  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>5-2-18</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Bill McCracken

Home Address: 105 Red Coat Lane, Columbia, S.C. 29223

Telephone: (home) 803-788-3952 (cell work) 803-960-5210

Office Address:

Email Address: bmcCracken51@gmail.com

Educational Background:

Professional Background: Food Service

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: At-Tax

Reason for interest: Enjoyed serving in the past

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

Background in Food Service

Lots of Community Service

Presently serve on any County Committee, Board or Commission? At-Tax

Any other information you wish to give?

Recommended by Council Member(s): Jim Manning / Chip Jackson

Hours willing to commit each month: 15-20

CONFLICT OF INTEREST POLICY

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

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bill McCracken  
Applicant's Signature

2/26/18  
Date

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

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>2-28-18</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	



## **Blue Ribbon Committee Report to County Council**

June 5, 2018

The Blue Ribbon Committee (BRC) met on June 5, 2018. Councilmembers Pearce, Myers and Livingston were present.

- I. The BRC was provided with an overall recovery program update as follows:
- To date, Richland County has received in Federal resources and volunteer services of repairs to homes, \$99,070,608.
  - To date, using volunteer organizations, the Midlands Flood Recovery Group (MFRG) has repaired 202 storm damaged or destroyed homes in Richland County with an ultimate goal of repairing 244 storm damaged or destroyed homes.
  - The Community Development Block Grant – Disaster Recovery (CDBG-DR) program is currently replacing 18 mobile home units (HMUs) with a goal of repairing 218 storm damaged stick-built homes (SFRs) and replacing 75 MHUs.

II. HMGP 4241-DR

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).

- A. To date; eight (8) of the nine (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

**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 completed all the property appraisals and all the property owners have been notified of the results of their appraisal and have been given copies of their appraisal.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

- Duplication of benefit reviews are being completed.
- The closing attorneys are conducting title searches.
- The appraisals for each of the non-residential properties came in significantly above the County's initial buyout estimates. Both SCEMD and HUD asked the County to conduct a second appraisal. Those appraisals are tentatively due by Friday, June 8, 2018.
- Seven of the property owners are appealing the County's appraisal. The appealing property owners are in the process of obtaining their own appraisal.
- Twenty properties have completed all the buyout process and are ready for County purchase.
- Once the County acquires these properties, we own them in perpetuity; including all reoccurring costs for maintenance.
- All properties must be re-naturalized and remain undeveloped in perpetuity. Staff is developing a land management plan for these properties, which will include public and Council input.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve the purchase of 20 residential properties for a not to exceed amount of \$1,900,000 grouped in the following buyout Projects:**

- **5 properties for application #S30 (scattered individual properties)**
- **1 property for application #S32 (Elmon/Peeples)**
- **4 properties for application #S33 (Glenhaven/Timberlane)**
- **10 properties for application #S34 (Tall Pines)**

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve, by resolution, the remaining 54 buyout properties as the property owners complete all the following criteria:**

- **Clear title**
- **Duplication of benefits reviewed**
- **Voluntary Participation Notice (VPN) signed**
- **Property owner does not have secondary appraisal appeal**
- **County is not conducting second appraisal review**

B. FEMA requires an appeal process be put in place for property owners so they can appeal the value provided to them by the County. FEMA regulations do not specify what the appraisal review process must be, just that there is an appraisal review process in place. County staff proposed an appraisal review process used in another jurisdiction as the County's model. The appraisal review process was reviewed and approved by SCEMS and County Legal.

Key Points:

- Appeal appraisals will be reviewed and held to the same standard as the County purchased appraisals.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

- Appealing property owners had until May 28, 2018 to submit their appraisals, but the County is being lenient so far with the submission date as long as the property owner tells the County the date they anticipate their appraisal will be completed.
- Staff recommends that if the property owner's appraisal is acceptable and comes within 10% of the County's appraisal, the property owner's appraisal will be accepted as the offer price, subject to duplication of benefits (DOB) review.
- Staff recommends that if the property owner's appraisal is greater than 10% of the County's appraisal AND after review by the County that both appraisals are acceptable, the average of both appraisals will be used by the County as the basis for the offer price, subject to DOB review.
- If only one of the two appraisals is acceptable upon review, the acceptable appraisal will be used for review or whichever party's appraisal was denied can get another appraisal to appeal the offer price again.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve using 10% threshold and/or the average of two acceptable appraisals for the appeal process as described above.**

- C. The Federal government requires uniform relocation assistance (URA). The amount originally allocated to pay for federally required relocation assistance is insufficient. Staff proposed utilizing unspent funds from the Small Rental Rehab program, which is receiving little to no applications. In a prior meeting, the BRC and Council approved sunsetting this program in a few months, if not successful, anyway, so transferring these dollars to relocation assistance is consistent with prior action and not detrimental to the program.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve moving funds from the CDBG-DR Small Rental Rehab Program to the HMGP Buyout Program to cover URA assistance for HMGP buyouts.**

### III. HMGP 4286-DR

The BRC was provided an update on the 2016 Hurricane Matthew Event (4286-DR), FEMA Hazard Mitigation Grant Program (HMGP) application process. This grant provides another opportunity to request funding to further mitigate potential flood threats. Two applications have been submitted, both for buyouts of a total of twelve residential properties.

To date, one (1) of the two (2) applications have been approved by FEMA

- #22: Buyout one (1) residential property

**ACTION: None taken; information only.**

### IV. HUD CDBR-DR





# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

The BRC was provided an update on Richland County's HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) program.

- A. Single Family Home Rehabilitation Program (SFR): a total of 574 applications were received in our initial intake of applications (\$23.5M grant award) and an additional 21 applications were received in our current intake period (\$7.2M grant award). Current activity includes:
- 18 MHUs have begun construction of which 7 MHUs are completed
  - 12 more MHUs should start construction this month
  - 43 stick-built homes are currently out to bid to general contractors to repair.
- B. Small Rental Rehab Program (SRR):
- To date, only two (2) applications have been received
  - One application is for four (4) small rental units and one is for repair of a SFR that houses two (2) tenants.
  - Applications are in the verification process.
  - On March 6, 2018, Council approved sunsetting this program in six months.
- C. Business Assistance Program (BAP):
- The contractor that will implement this program has been selected by procurement.
  - The contractor and County staff continue to complete due diligence.
  - The contract has been reviewed by legal.
  - HUD will need to supply additional federal guidance.
- D. The BRC was further updated on an additional \$21.9 million in CDBG-DR funding for mitigation activities from the 2015 floods. The Federal Register has not been released instructing the County on how and how not the money can be spent.
- E. The BRC was briefed on the need to modify the County policy regarding change orders with regards to flood damage repairs. Often, these repairs expose unforeseen damages that need to be addressed immediately or risk further damage to the home under repair.

Key Points:

- Current change order policy requires change orders equal to or less than \$10,000 go to the County Administrator for approval.
- All change orders over \$10,000 must go to the Council for approval.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve the following change order approval parameters:**

- **County staff may approve change orders, especially those caused by unforeseen site conditions or emergency situations, for up to 10.0% of the cost of the contract.**
- **Change orders between 10.1 – 24.9% of the cost of the contract require approval from County Administration**



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

- **Change orders at or exceeding 25% of the cost of the contract require approval of Richland County Council.**

F. The BRC was briefed on the need to modify the contract with Tetra Tech to provide for reasonable expenses not previously included in the estimate for the proper execution of the CDBG-DR program.

Key Points:

- The change order is no direct cost to the County.
- The change order covers till the end of the project, December 31, 2019.

**ACTION: The Blue Ribbon Committee unanimously recommended County Council approve the Change Order #5 to Task Order #7 for the amount of \$96,495.**



**REQUEST OF ACTION**

**Subject:** FY18 - District 1 Hospitality Tax Allocations

**A. Purpose**

County Council is being requested to approve a total allocation of **\$30,000** for District 1.

**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 1 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	\$115,000
<u>Remaining Balance</u>	<u>\$ 49,850</u>
Capital City Lake Murray Regional Tourism Board	\$ 30,000
<u>Total</u>	<u>\$ 30,000</u>
<u>Remaining Balance</u>	<u>\$ 19,850</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.

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND      )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION BLANE BRYANT, MICHAEL GROVER, RYAN HAMNER, KATHLEEN HATCHELL, ROBERT RIDGELL, NICKLUS WRIGHT, AND OLIVIA WILSON AS CODE ENFORCEMENT OFFICERS FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

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

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

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

**ADOPTED THIS THE \_\_\_\_ DAY OF JULY, 2018.**

\_\_\_\_\_  
Joyce Dickerson, Chair  
Richland County Council

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

From SCIENTIFIC AMERICAN



[The Sciences](#)

## Do Plastic Bag Bans Work?

Can such initiatives make a dent in the amount of plastic litter?

•



Beginning in July 2015, large grocery stores, pharmacies and other food retailers in California will no longer be able to send shoppers home with plastic bags; convenience markets, liquor stores and other small food retailers will join the ranks a year later. Pictured: a collection of not-yet-reused plastic grocery bags. *Credit: Taber Andrew Bain, courtesy Flickr*

**Dear EarthTalk: What's the latest on efforts to ban plastic bags? How many U.S. locales have instituted some kind of ban, and have these initiatives made a dent in the amount of plastic litter?—Melinda Clarke, New York, NY**

California made big news recently when it announced the first statewide ban on plastic shopping bags set to kick in during the middle of 2015. Beginning in July, large grocery stores, pharmacies and other food retailers in the Golden State will no longer be able to send shoppers home with plastic bags, while convenience markets, liquor stores and other small food retailers will join the ranks a year later.

Back in 2007, San Francisco became the first U.S. municipality to ban plastic shopping bags. In intervening years upwards of 132 other cities and counties in 18 states and the District of Columbia instituted similar measures. Of course, Americans are late to the party when it comes to banning plastic bags: The European Union, China, India and dozens of other nations already have plastic bag bans or taxes in place.

But the trend here toward banning plastic shopping bags comes in the wake of new findings regarding the extent and harm of plastic in our environment. Since plastic isn't biodegradable, it ends up either in landfills or as litter on the landscape and in waterways and the ocean. Plastic can take hundreds of years to decompose and releases toxins into the soil and water in the process.

Littered plastic is also a huge problem for the health of wildlife, as many animals ingest it thinking it is food and can have problems thereafter breathing and digesting. The non-profit Worldwatch Institute reports that at least 267 species of marine wildlife are known to have suffered from entanglement or ingestion of marine debris, most of which is composed of plastic; tens of thousands of whales, birds, seals and turtles die every year from contact with ocean-borne plastic bags. A recent European Commission study on the impact of litter on North Sea wildlife found that some 90 percent of the birds examined had plastic in their stomachs.

Another reason for banning plastic bags is their fossil fuel burden. Plastic is not only made from petroleum—producing it typically requires a lot of fossil-fuel-derived energy. The fact that Americans throw away some 100 billion plastic grocery bags each year means we are drilling for and importing millions of barrels worth of oil and natural gas for a convenient way to carry home a few groceries.

It's hard to measure the impact of pre-existing plastic bag bans, but some initial findings look promising. A plastic bag tax levied in Ireland in 2002 has reportedly led to a 95 percent reduction in plastic bag litter there. And a study by San Jose, California found that a 2011 ban instituted there has led to plastic litter reduction of “approximately 89 percent in the storm drain system, 60 percent in the creeks and rivers, and 59 percent in City streets and neighborhoods.”

Environmental groups continue to push for more plastic bag bans. “As U.S. natural gas production has surged and prices have fallen, the plastics industry is looking to ramp up domestic production,” reports the Earth Policy Institute. “Yet using this fossil fuel endowment to make something so short-lived, which can blow away at the slightest breeze and pollutes indefinitely, is illogical—particularly when there is a ready alternative: the reusable bag.”

**CONTACTS:** Worldwatch Institute, [www.worldwatch.org](http://www.worldwatch.org); Earth Policy Institute, [www.earth-policy.org](http://www.earth-policy.org).